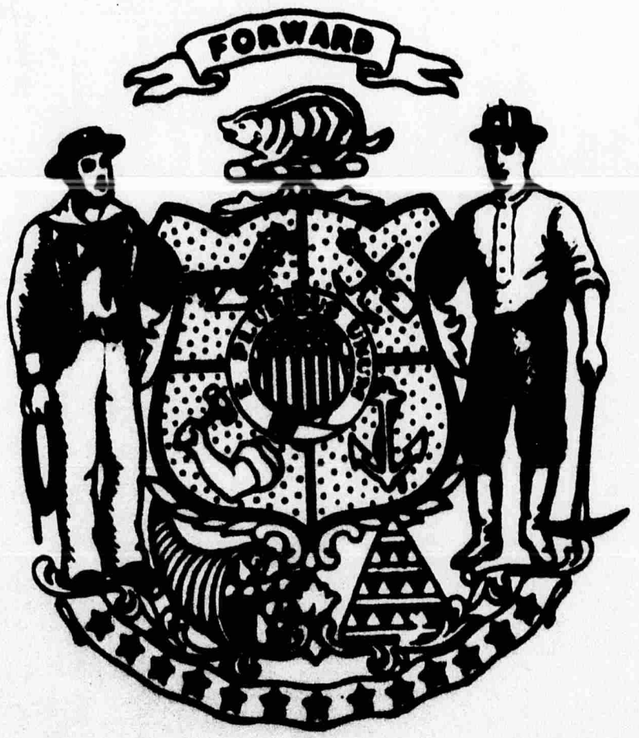
REEL NO. 6

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

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This Indenture, made this twenty second day of May, in the year Eighteen hundred and eighty two, between the Mutual Union Telegraph Company, a corporation created by and existing under the laws of the State of New York, party of the first part, and the "Central Trust Company", of New York, a corporation created by and existing under the laws of the State of New York, party of the second part;

Whereas, heretofore the party hereto of the first part entered into an agreement in writing with the party of the second part, bearing date the second day of May, in the year Eighteen hundred and eighty one, which agreement in writing has been delivered to, and is now deposited with the party of the second part.

And Whereas said agreement was duly recorded on the twentieth day of May in the year Eighteen hundred and eighty two, in the Registers Office of the City and County of New York.

And Whereas said agreement was duly recorded on the sixteenth day of May, in the year of Eighteen hundred and eighty two, in the Office of the Secretary of State of the State of New York.

And Whereas, in pursuance of the authority recited in the hereinbefore described agreement, the said party hereto of the first part has borrowed money for the purpose of extending and completing its telegraph lines, and for that purpose has issued its Coupon Bonds for the aggregate principal sum of five Millions of Dollars, each of said Bonds being for One Thousand Dollars, sealed with its corporate seal, signed by its President and Secretary, and duly authenticated by the certificate of the trustee hereunder, and having interest Coupons attached with the name of the Treasurer engraved thereon, which bonds, certificate and coupons are in the following forms respectively

No. United States of America No.

State of New York

Mutual Union Telegraph Company.

$1000. Sinking Fund $1000 6 per cent. Gold Bond. $1000.

For value received, the Mutual Union Telegraph Company of the State of New York, promises to pay to the bearer of this Bond, at the First National Bank, in the City of New York, one thousand dollars, in Gold Coin of the United States, on the first day of May, in the year Nineteen hundred and eleven, with interest thereon from the first day of May, Eighteen hundred and eighty one, at the rate of six per cent per annum, payable in like gold coin semi-annually on the first days of May and November in each year, until the said principal sum shall become due according to the terms of the deed hereinafter referred to, on presentation and delivery of the interest warrants or coupons hereto attached, as they shall severally become due; but in case of default in the payment of any half yearly instalment of interest which shall

have become due and payable, and shall have been demanded, if such default shall continue for six months after maturity of such instalment the principal of this Bond shall become and be due and payable according to the terms of the deed herein after mentioned.

This Bond is one of a first and only series, consisting of five thousand bonds of like tenor and effect, numbered consecutively from one to five thousand inclusive, amounting to five million dollars, secured by a sinking fund of one per cent. of the par value thereof, according to the terms of the deed executed by said Company to the Central Trust Company of New York, and bearing even date herewith. The Mutual Union Telegraph Company hereby covenants with the holder hereof that all of this series of bonds, and no more, shall be secured by a first mortgage or trust deed upon all of its lines, works, and property of every description, as specified in the said deed herein before mentioned.

This bond to be valid only when registered and countersigned by the Central Trust Company of New York.

In Witness Whereof, the said Mutual Union Telegraph Company has caused its corporate seal to be hereto affixed, attested by the signature of its President and Secretary and has also caused the coupons hereto annexed to be attested in the name of its Treasurer, this second day of May, One thousand eight hundred and eighty one, at the City of New York, in the State of New York.

_____ President

_____ Secretary

Coupon No.

$30.

The Mutual Union Telegraph Company will pay to bearer thirty dollars, in United States Gold coin at the first National Bank, in the City of New York on the first day of May , being six months interest on Bond No. for $1000.

_____ Treasurer

This certifies that this bond is one of a Series of five thousand bonds of one thousand dollars each mentioned in the deed within referred to

Central Trust Company of New York

_____ Registrar

By _____

President

And Whereas the said telegraph lines described in the agreement herein before described have been definitely surveyed, located and constructed.

And Whereas the execution of this Mortgage or Deed of Trust has been duly authorized and directed by the Board of Directors of the said party of the first part, to secure the payment of the said bonds and the interest thereon

in pursuance of the stipulations and covenants contained in the said agreement herein before described.

Now This Indenture Witnesseth that the party hereto of the first part, in consideration of the premises and of one dollar to it in hand paid, by the party of the second part, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of the said bonds, and the interest due and to become due thereon, and in performance of the stipulations and covenants contained in the agreement and the bonds herein before recited, has granted, bargained, sold, assigned, set over, released, conveyed and confirmed and by these presents does, grant, bargain, sell, assign, set over, release, convey and confirm unto the party of the second part, and to its successors and their heirs and assigns forever, the following described telegraph line. to wit:

Beginning at No. 45 William Street, New York City, where the main office of the Company is situate thence running through several streets to Eight Avenue, Fifty Seventh Street, Tenth Avenue and Kings Bridge Road, crossing the Harlem River at Kings Bridge, where there is a test office, and continuing to City Limits three quarters of a Mile north of Woodlawn Cemetery, running in West Chester County eight Miles north to Scarsdale, where the wires for Albany and the West, and those for Montreal and the North branch off; thence running North easterly to Glenville, Fairfield County, in the State of Connecticut; thence running Northerly and easterly through the villages of River Bank, High Ridge P.O. George Town P.O. and Redding P.O. to Zoars Bridge, over the Housatonic River, which separates Fairfield from New Haven County; thence in a general north easterly direction, to Oxford, Milville, and Marion where it crosses into Hartford County; thence north easterly through Plainville and New Britain to Hartford City, one hundred and twenty miles from Main Office; thence in a General Easterly direction through South Manchester for about four Miles to the line between Hartford and Tolland Counties, keeping on to Andover to Willimantic; thence in a general easterly direction through Scotland, Canterbury and Plainfield to Oneco; thence Easterly to Rice City and then in a General north east direction into Providence County, passing through Mount Vernon, South Scituate, Simmons Lower Village and Olneyville P.O. to Providence, about seventy five miles from Hartford; thence north easterly to the Seekonk River, separating Providence County, Rhode Island, from Bristol County, Massachusetts, three miles, and passing through Pawtucket, Rhode Island; thence in a general north easterly direction through Dodgeville and Attleborough in Norfolk County; and thence through Foxborough, Sharon and Quincy to Milton, thence in a general north easterly direction to Boston fifty five miles from

Providence

From Boston running South westerly to Melton, thence Westerly to Hyde Park, thence in a general South westerly direction to Ellis Station, thence south westerly to Dedham, thence westerly to Dover, to the line separating Norfolk and Middlesex Counties, thence continuing westerly through South Sherborn, Holliston, and Hayden Row to Hopkinton, thence north westerly to Worcester, going into Worcester County just west of Hopkinton; thence through Auburn and Jonesville to Oxford; thence turning westerly, and running through Charlton, North Charleton, Charleton City and Sturbridge to Fiskdale; thence through East Brimfield, Monson, and Wilbraham to Springfield on the Connecticut River, about ninety seven miles from Boston; thence in a generally north westerly direction through Westfield and Blanford to East Otis, where Hampden County is separated from Berkshire County; thence through Otis Center and West Becket to East Lee and Lee; thence southerly to South Lee, thence Westerly to Stockbridge and West Stockbridge; thence Northwesterly to State Line, where Berkshire County, Massachusetts is separated from Columbia County, New York; from State line in a general north westerly direction through Canaan Corners, New Concord and Chatham to Kinderhook. From Springfield to Kinderhook is Seventy five miles. At Kinderhook the line meets the Albany and the Western (and the northern and the Montreal wires).

Leaving the City limits of New York at Westchester County, running northerly eight miles to Scarsdale, where the eastern Wires leave for Boston, Portland and Bangor; thence in a general northerly direction through White Plains, Kensico, Pleasantville and Chappaqua to Pines bridge over Croton Lake; thence in a northeasterly direction to Somers office; thence northerly again through Croton Falls, where West Chester and Putnam Counties are separated, to Carmel; thence in a general northwesterly direction through Boyds corners and Hortontown, in Putnam County, and through Shenandoah and Meyers corners in Dutchess County to back of Poughkeepsie (leaving into that City about one and a half miles), thence northerly and Germantown, in Columbia County to Hudson, through Red Hook in Dutchess County, thence northeasterly to Kinderhook office, where it meets the Boston and Springfield wires; from Kinderhook northwesterly to Rensselaer County six miles, and thence to Greenbush Rensselaer County, opposite Albany, Albany County, one hundred and fifty miles from New York City limits.

From Greenbush, opposite Albany, thence running northerly through Troy to Lansingburgh; thence westerly to Waterford; thence northwesterly through Clifton Park and Jonesville to Ballstone, thence northeasterly to Saratoga.

From Saratoga in a general northerly direction to Glens Falls; thence easterly to Fort Ann, and northeasterly to Fulting and Rutland, in Vermont; thence on the line of the Central Vermont Railroad to St Albans; thence North easterly to the Canada Line.

From Albany New York running westerly to Hamiltonville; thence northerly for about five miles to Schenectady County, continuing for about five miles more in the same direction to Schenectady; thence in the same general

northerly and northwesterly direction through Scotia and Hofmans Ferry to the Amsterdam office; thence westerly through Aiken, Fonda, Yorst, and Palatine bridge to Fort Plain Office; thence westerly to Little Falls, Herkimer County, and in same general direction to Herkimer; thence northwesterly to Deerfield Corners where Utica Loop leaves the main line to go to Utica, about two miles South West.

From Utica to Deerfield Corners; and thence running northwesterly through Oriskany to Rome; and thence Southwesterly through Shenandoah to Oneida, just over the border of Madison and Oneida Counties.

From Oneida South Westerly through Caneseraga and Chittenango in Madison County, and Hartsville, in Onondaga County, to Fayetteville, thence westerly to Syracuse, one hundred and fifty two miles from Albany.

From Syracuse in a general westerly direction through Camillus, Elbridge and Jordan, where Onondaga is seperated from Cayuga County, to the Weedsport Office; thence westerly through Centerport Fort Byron and Montezuma, in Cayuga County; and thence along the northern line of Seneca County for two miles, where the line turns north to Savannah, in Wayne County; and thence westerly to Clyde, Lock Berlin and Lyons; thence westerly through Newark, Palmyra and Macedon Center, in Wayne County, and through Fairport and Brighton, in Monroe County, to Rochester, about ninety miles from Syracuse.

From Rochester in a general north westerly direction through Spenerport to Brockport in Monroe County; thence westerly through Holley, in Orleans County, to Albion, where there is a branch line to Batavia through Elba. The main line continues westerly through Knowlesville to Medina, thence west through Middleport the first town in Niagara County going west, and through Raynoles Basin and Gasport to Lockport; thence west to Sanborn, and thence South to Tonawanda and South to the City of Buffalo, ninety miles from Rochester.

From Sanborn a branch line runs westerly to Niagara River, leaving Buffalo, New York the line runs South for seven miles, thence in a general Southwesterly direction to Irving; thence South westerly through Silver Creek; to Dunkirk, running through same on Front Street and looping in on Lion Street, thence in same direction past Westfield to State line, where Chautauqua county, New York, is separated from Erie County, Pennsylvania; thence Southwesterly past North East to Erie, distant one hundred miles from Buffalo; thence southwesterly to Girard, in same direction Conneaut, Ohio, just east of which place the line is located which separates Erie County, Penn-

sylvania, from Ashtabula County, Ohio; thence through Springfield to Ashtabula, in same general direction and to Geneva; thence southwesterly to Jamesville, Lake County; thence southwesterly through Mentor and Willaughby to Wickliffe, Lake County, and Nottingham and Collingwood, Cuyahoga County, to the City limits, Cleveland, Ohio about one hundred and five miles from Erie, Pennsylvania: Leaving Cleveland, Ohio, and running in a general southwesterly direction through Rockport and Berea to Olmstead Falls, Cuyahoga County, thence westerly to Shawville and Elyria, Lorain County; thence northwesterly through North Amherst, Manchester and Brownhelm, in Lorain county and Vermillion in Erie county, turning southwesterly to Ceylon, and again northwesterly through Huron to Sandusky, about sixty Miles from Cleveland. From Sandusky southwesterly through Castalia and Whitmore Station to Fremont; thence northwesterly through Lindsey, in Sandusky county and Elmore, Genera and Millbury to Toledo, Lucas County; thence in same direction through Sylvania, Lucas County, Ohio and Riga, Lenawee county, in Michigan to Adrian; thence westerly through Dover and Clayton, Lenawee County, and through Pittsford and Osseo to Hillsdale, Hillsdale County. Leaving Hillsdale and running westerly through Coldwater, Branch County, to Three Rivers, St Joseph County, and Niles Berrien County; thence southwesterly to Michigan City, La Porte County; thence to LaPorte, Lake County, Indiana and thence to Millers Station and Tolleston, Lake County, Indiana; thence running northwesterly to Hydepark, Cook County, in Illinois and thence to Chicago, Cook County Illinois, about three hundred and sixty miles from Cleveland. A Branch line runs from Toledo, Ohio, to Detroit, Michigan, as follows Leaving Toledo, Ohio, and running in a generally northeasterly direction through Stony Creek, Michigan to Monroe and thence in the same direction through Flat Rock, Wayne County, to Detroit, Wayne County, Michigan.

Also beginning at Guttenburgh, New Jersey, opposite the Seventy fifth Street Cable House, New York City, running southerly to Union, Bergen County, New Jersey; thence northwesterly to Carlstadt, thence to Mont Clair, thence northwesterly to Verona, and thence southwesterly to Chatham, Morris County, New Jersey; thence in that general direction through New Providence, Gilette, Sterling and Millington in Morris County and Liberty Corners and Pluckemin to North Branch, in Somerset County; thence southerly to Neshanic, and thence westerly to Three Bridges, Somerset County, and thence southwesterly through Westville and Rocktown to Lambertville, Hunterdon County, New Jersey, where the line crosses the Delaware River into Bucks County, Pennsylvania; thence in a southwesterly direction through New Hope, Buckmanville, and Penns Park,

Addisville, Lowingville, and Southampston Valley, in Bucks county, Huntingdon Valley and Bethayn, Montgomery County, to Foxchase, and continuing to Philadelphia about one hundred and ten miles from New York.

Also the Allentown branch beginning at Lambertville New Jersey, running southwesterly to Daylestown, Bucks County, Pennsylvania; thence northerly to Easton, North Hampton county, thence southwesterly through Bethlehem, same county, to Allentown, Lehigh county, Pennsylvania.

Also a branch line beginning at Morris Canal, Jersey City, in New Jersey, running west to Newark on same, thence southerly out of Essex county, New Jersey, through Elisabeth and Rahway, in Union county, New Jersey, to Woodbridge, in Middlesex County, New Jersey, there turning southwesterly to New Brunswick, and continuing thence in a southwesterly direction via Dayton and Edinburgh, in Mercer county, New Jersey, to Trenton, New Jersey.

Also from Philadelphia, Pennsylvania, in a general southwesterly direction through Pattonville, Clifton, Media and Glenriddle Station to Concordville, and thence to Painters Cross Roads, and Chadsford, Delaware County, and Norwyn, Fairville, Kennett Square, Avondale P.O. London Grove, London P.O. Elkdale, Oxford, Oak Hill P.O. and Little Britton, Chester county, Pennsylvania; thence southwesterly through New Texas and Pleasant Grove, Lancaster County, Pennsylvania, and through Pilot Town, Cecil county, Maryland to Conowingo Bridge.

Also a loop to Wilmington, Delaware, leaving the main line for that city at Fairville, Pennsylvania.

Also from Conowingo, Cecil county, Maryland, running in a general southwesterly course through Castleton to Darlington, and thence through Dublin, Mechanicsville, Hickory Tavern, Frogtown and Fallston, Hartford County, Maryland, and in Baltimore county through Cub Hill and Lauraville to Relkord, and thence to Baltimore City, Maryland; thence southwesterly through Irvington and Catonsville, in Baltimore county, and so continuing through Howard and Prince Georges counties, in Maryland, to Washington District of Columbia, one hundred and sixty five miles from Philadelphia.

Also a Branch from Dayton to Cincinnati, Ohio, mostly on the Cincinnati Northern Railroad.

Also from Washington, District of Columbia, the line running in a generally northwesterly direction to Rockville Office Montgomery county, Maryland, and so continuing through Frederick, Frederick county, to Hagerstown, Washington County, Maryland; thence westerly through Hancock county and Flintstone to Cumberland, Allegheny county, Maryland; thence westerly through Frostburgh and Grantsville in Garrett

county, Maryland, to State line on border of Somerset county, Pennsylvania; thence northwesterly through Addison, Somerset County and Petersburg, Smithfield and Farmington to Uniontown, Fayette county, Pennsylvania; thence to Brownsville and Centerville, Berlsville and Searey Hill, to Washington, Pennsylvania, one hundred miles from Cumberland and about three hundred miles from Washington, District of Columbia; thence westerly through Claysville, Vienna and West Alexander, Washington county, Pennsylvania and Point Mills, Teidelphia, Elm Grove, and Fulton to Wheeling, Ohio County, West Virginia, thence westerly through Bridgeport, Pasco, Beech Hill, Saint Clairsville, East Richland, Loydsville, Morristown and Hendrysburg, Belmont County, Ohio, and Fairview, Middletown and Washington, to Cambridge, Guernsey County, Ohio; thence westerly through New Concord, Norwich and Ridgeville to Zanesville, Muskingum County, Ohio; and thence westerly through Nashport in same county, and Hanover, Licking County, to Newark, Ohio; thence through Granville, Tatas kala and Columbia, Licking county, to Columbus, Franklin county about one hundred and seventy miles from Washington Pennsylvania; thence westerly through Galloway, and Georgesville, Franklin county, Lilly Chapel and Lawton, Madison County, Plattsburg and Oxtoby to Springfield, Ohio; thence through Medway, Clark county, to Office at Dayton Ohio; thence westerly through Eaton, Gettysburg and Pearceburg, Preble county, Ohio and State line and Neal Station to Richmond Office, Wayne county, Indiana; thence westerly through Centreville, Pennville, Germantown, Cambridge city and Dublin, Wayne county, through Straown Station, Lewisville, Dunreath, Ogden, Rayville, and Knightstown, Henry county, through Charlottesville, Cleveland, Greenfield and Philadelphia, Hancock county and through Cumberland and Irvington to Indianapolis, Marion county, Indiana, one hundred and eighty miles west of Columbus, Ohio; thence in general northwesterly direction through Lebanon, Boone county, Lafayette, Tippecanoe county, Indiana, Sheldon, Iroquois county, Illinois, to Kankakee county; and thence in a northeasterly direction to Chicago, Cook county, Illinois, one hundred and ninety five miles from Indianapolis, Indiana.

Also the line leaving Chicago, Cook county Illinois running northerly to Milwaukee through Waukegan, Illinois Kenosha and Racine Wisconsin; Leaving Milwaukee running westerly through Oconomowoc, Waukesha County, to Watertown, Jefferson County, and thence northwesterly through Waterloo, Dodge county, Columbus, Portage City and Kilbourn, Columbia county, and New Lisbon, Juneau county, to Tomah Monroe county; thence Southwesterly to Sparta, Monroe county and La Crosse in La Crosse county; thence northwesterly to Trempeleau, Trempealeau county, Wisconsin, where it crosses the Mississippi River to Winona, Winona county, Minnesota, crossing the river to Buffalo City and Fountain City, Buffalo county, Wisconsin, crossing back into Minnesota at the latter place, and running northwesterly through Wabasha and Lake City, Wabasha county, continuing in same direction through Redwing, Goodhue county, and Hastings, Dakotah county, to Saint Paul and Minneapolis, Ramsey county, Minnesota, four hundred and twenty miles from Chicago.

Also a branch line from Saint Paul to Stillwater, Washington county, Minnesota, twenty four miles long.

Also beginning again at Chicago, Illinois, the line running in a general southwesterly direction through Lemont, Cook County, Joliet, Will county, Dwight and Pontiac, Livingstone county, Bloomington, McClean county, and Lincoln, Logan county, to Springfield, Sangamon county; thence through Macoupin county, and in same general southwesterly direction through Alton, Collinsville and Venice, in Madison county, to East Saint Louis, Saint Claire county, all in Illinois, and thence West to Saint Louis, Missouri, about two hundred and eighty miles.

Also a branch line leaving Joliet, Will county, Illinois, and running southwest to Morris, Grundy county, Illinois, and thence continuing westerly to Ottawa, La Salle and Peru, La Salle county, Illinois sixty miles.

Also a branch line leaving Bloomington, McClean county, and running to Peoria, Tazewell county, Illinois, thirty five miles.

Also beginning again at Springfield, Sangamon county, Illinois, the line running westerly to Jacksonville, Morgan county, and continuing in that direction through Scott county, to Griggsville, Pike county, Illinois; thence southwesterly through Pittsfield, Pike county, Illinois, to Louisiana and Bowling Green, Pike county Missouri, where it strikes the Chicago and Alton Railroad and continuing westerly on it through Mexico, Audrain County, Glasgow, Howard county, Marshall, Saline county, Odessa, La Fayette County, and Independence and Kansas City, Jackson county, all in Missouri about three hundred and ten miles from Springfield Illinois.

With all the rights, title, interest, claim or demand which the party of the first part now has, or which it shall or may at any time hereafter acquire, in and to the said telegraph line, and all ways and rights of way, contracts, leases, offices fixtures, stations, tools, instruments, structures erections, cables, poles and wires, whether now held or at any time hereafter acquired, for the use of said telegraph line, or in connection therewith, or the business thereof; and also all leases, contracts, grants and franchises connected with, or relating to said line of telegraph, or the construction, maintainance or use

thereof, now held, or hereafter to be acquired, by the party of the first part; and all corporate franchises of any nature which are now, or may hereafter be, possessed or exercised by the party of the first part, together with all and singular the endowments, income and advantages, tenements, hereditaments and appurtenances to the above mentioned telegraph line, or property belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, tolls, income, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, present or prospective, of the said party of the first part in and to the same and every part and parcel thereof with the appurtenances.

To have and to hold the premises, property, rights, franchises and estate hereby conveyed, or intended to be conveyed, with all and singular the reversions, remainders, tolls, rents, issues and profits, privileges and appurtenances now or hereafter belonging or in anywise appertaining thereto, unto the said party of the second part and its successors and their heirs and assigns forever; in trust nevertheless for the persons and corporations, firms and partnerships, and for the benefit, security and protection of the persons and corporations, firms and partnerships, which shall hold the bonds, or interest coupons aforesaid, or any or either of them, and for the enforcement and payment thereof when payable, in accordance with the true intent and meaning of the stipulations of this deed, and of said bonds and of said interest coupons, and without preference to any of said bonds over any of the others thereof by reason of priority of the time of issue or negotiation thereof, or otherwise howsoever, provided further, and these presents are upon the express condition that if the party of the first part, its successors or assigns, shall well and truly pay, or cause to be paid, unto the holders of said bonds issued as aforesaid the principal and interest to become due thereon, to said holders, at the times and in the manner stipulated in said bonds and in said interest coupons, according to the true intent and meaning thereof and shall well and truly keep, perform and observe, all and singular the covenants, promises and conditions in said bonds and in this Indenture expressed to be kept, performed and observed by or on the part of said party of the first part, then these presents, and the estate and rights hereby granted, shall cease, determine and be void, and the said party of the second part shall release and reconvey the said property and premises; otherwise to be and remain in full force.

It is hereby covenanted and agreed that the personal property and chattels hereby conveyed or intended to be conveyed shall be deemed for all the purposes of this instrument, and shall be held and taken to be fixtures and appurtenances of the said telegraph lines, and as a part thereof, and are to be used and sold therewith, and not separate therefrom except

as herein before provided

It is hereby covenanted and agreed by and between the parties hereto, and the party of the first part, for itself its successors and assigns, doth hereby covenant and agree to and with the respective persons and corporations, firms and partnerships who shall hold the bonds and interest coupons aforesaid, or any or either of them, that the said party of the first part shall, upon the first day of may in each and every year after the year One thousand eight hundred and eighty five, pay to the said party of the second part the full sum of fifty thousand dollars in lawful money of the United States, to be used and applied by the party of the second part as a sinking fund for the redemption of the said issue of five millions of dollars of bonds upon the following conditions and trusts, to wit: see page 14 lower part and remark

Article First: Until default shall be made in the payments of principal or interest of the said bonds, or of some of them, or until default shall be made in respect to something herein required to be done or kept by the party of the first part, the said Mutual Union Telegraph Company shall be suffered, and permitted to possess, manage, operate, use and enjoy the said telegraph line and property with its equipments, and appurtenances, and to take and use the rents, tolls, income and profits thereof in the same manner and with the same effect as if this indenture had not been made.

Article Second: In case default shall be made in the payment of any half years interest of any of the aforesaid bonds at the time and in the manner in the coupon issued therewith provided, the said coupon having been presented and the payment of interest thereon specified having been demanded, and such default continue for six months after the said coupon shall have become due, then, in such case the principal of all the bonds secured hereby shall, at the election of the trustee, become and be immediately due and payable, anything contained in the said bonds or herein to the contrary notwithstanding. Also, if the said party of the first shall neglect or fail to pay to the said party of the second part, on the first day of May in each and every year after the year Eighteen hundred and eighty five, the full sum of Fifty thousand dollars to be applied to a sinking fund for the redemption of said bonds, then, and in that event, the principal of all the bonds secured hereby shall, at the election the Trustee, become, and be immediately, due and payable, anything contained in said bonds or herein to the contrary notwithstanding.

But a majority in interest of the holders of the said bonds may, in writing or by a vote of a meeting duly held, instruct the Trustee to declare the principal due, or to waive the right to so declare, on such terms and conditions as such majority may deem proper, or may annul or reverse the election of said Trustee, provided that no action of the Trustee or bondholders shall extend to, or be taken to affect any subsequent default or to impair the rights resulting therefrom.

Article Third. In case default shall be made in the payment of any interest on any of the aforesaid bonds secured by this instrument according to the tenor of the coupons or interest warrants thereto attached, or in any requirements to be done or kept by the party of the first part, or in the payment of the principal sum of any of the said bonds, whether duely the expiration of the time limited for the payment or by reason of the election of the Trustee or bondholders on account of any failure or default in paying the interest thereon, and such default shall continue for six months, or in case default shall be made by the party of the first part in paying to the party of the second part, on the first day of May in any year after the year Eighteen hundred and eighty five, the full sum of Fifty thousand dollars to be applied to a sinking fund, then, and in either case, it shall be lawful for the

said Trustee, by attorney or attorneys, agent or agents, to enter into and upon all and singular, the property and premises hereby conveyed or intended so to be, and each and every part thereof, and exclude the party of the first part, and its officers and agents, wholly therefrom, and to have, hold and use the same, operate by its Superintendents, managers, receivers, agents, servants, or attorneys the said Telegraph line, with its appurtenances, and conducting the business thereof, and making from time to time all repairs and replacements and such useful operations, additions and improvements thereto as may seem to be judicious, and to collect and receive all tolls, income, rents, issues and profits of the same, and of every part thereof, and after deducting the expenses of operating the said telegraph line and of conducting its business, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of these presents upon the said property or premises or any part thereof, as well as just compensation for its own services, to apply the moneys arising as aforesaid to the payment of the interest in the order in which such interest shall have become due ratably to the persons holding the coupons or interest warrants evidencing the right to such interest, and after paying all interest which shall have become due to apply the same to the satisfaction of the principal of the aforesaid bonds, which may at that time be due and unpaid ratably, and without discrimination or preference.

Article Fourth. In case default shall be made and shall continue as aforesaid in article third, it shall likewise, and in addition to the provisions of said article third, be lawful for said Trustee, after entry as aforesaid or other entry or without entry, by their attorney or attorneys, agent or agents, to sell and dispose of all and singular the property and premises hereby conveyed or intended so to be, or only so much and such parts thereof as it shall deem necessary and proper, with a due regard to the interests of all parties, at public auction in the City of New York, at such time as it may appoint, having first given notice of the time and place of such sale by advertisement published not less than six times a week for six weeks in some daily newspaper published in the said City of New York, or to adjourn the said sale from time to time, and after so adjourning to make the sale at the time and place to which the same may be adjourned, and on receiving full payment for the same to make and deliver to the purchaser and purchasers thereof good and sufficient deed or deeds in law for the same in fee simple; which sale made as aforesaid shall be a perpetual bar both at law and in equity against the party of the first part, and all other persons lawfully claiming or to claim the said property and premises or any part thereof, by, from, through or under it. And after deducting from the proceeds of such sale just allowances for all expenses of such sale, including attorneys and counsels' fees, and all other expenses, advances or liabilities which may have been made or incurred by the said Trustee in operating the said telegraph line or in maintaining the same, or in managing its business while in possession, and all payments which may have been made by it for taxes and assessments and for charges and liens prior to the lien of these presents, upon the said property and premises, or any part thereof, as well as compensation for its own services, to apply the said proceeds to the payment of the principal of such of aforesaid bonds as may be at that time unpaid, without discrimination or preference, but ratably, to the aggregate amount of such unpaid principal and accrued and unpaid interest, and after satisfaction thereof to pay over the surplus of such proceeds as shall remain to the said party of the first part, or to such other parties as may then be entitled to receive the same. And it is hereby declared that the receipt or receipts of the said Trustee shall be a

sufficient discharge to the purchaser or purchasers of the said property and premises, or any part thereof, for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof and having such receipts, be liable to see to said moneys being applied upon or for the trusts or purposes of these presents, or in any manner whatsoever be answerable for any loss, misapplication or non-application of such purchase money, or any part thereof, or to be obliged to inquire into the necessity, expediency or authority of or for any such sale.

Article Fifth. All the trust money which shall come to the hand of the Trustee, until the same shall be applied or used in accordance with the provisions herein contained, shall be held as a deposit by the party of the second part, or be invested in United States bonds, or be deposited in the City of New York, in such bank or trust company as said Trustee may select, upon the best interest said Trustee may be able to procure for the same; and all interest derived from such investment or deposit shall be applied by the said Trustee in the same manner as herein provided for the application of the said trust money.

Article Sixth. At any sale of the said property and premises, or any part thereof, whether made by virtue of the power herein granted or by virtue of any judicial authority, the Trustee may bid for and purchase, or cause to be bid for and purchased, the property so sold, or any part thereof, in behalf of all the holders of the bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, provided the whole price so bid shall not exceed the whole amount of such bonds outstanding, with the interest accrued and unpaid thereon.

Article Seventh. Meetings of the holders of the bonds secured by this instrument may be called by the Trustee, or in such other mode as may be fixed by regulations prescribed or established by the bondholders, and the bondholders may vote thereat by person or by proxy, and the quorum may be defined, and such other regulations or by-laws in respect to such meetings may be from time to time established, altered or repealed by the bondholders, acting by a majority in interest, as to them shall seem expedient. And until the bondholders shall act such powers may be temporarily exercised by the Trustee.

The Trustee shall have the right to require at its option, that any act or resolution of the said bondholders affecting the duties of the Trustee, or the interest of the trust hereby created, shall be authenticated by the signature of all the persons assenting thereto, as well as by the minutes of the proceedings of any such meeting.

Article Eighth. The party of the first part shall from time to time, and at all times hereafter, and as often as thereunto requested by the Trustee, make, execute acknowledge and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the Trustee and its successors in the trust hereby created upon the trusts herein expressed, the telegraph line premises, property, equipments, appurtenances and franchises herein before mentioned and referred to, or intended so to be, and all other property and things

whatsoever which may be hereafter acquired in aid of or for use in connection with the same, as by the Trustee or by its counsel learned in the law shall be reasonably advised, advised or required.

Article Ninth. It shall be the duty of the Trustee, upon being properly indemnified against costs and expenses, to exercise the power of entry hereby granted and conferred, or the power of sale hereby granted, or both, or to take appropriate legal proceedings, by foreclosure or otherwise to enforce the rights of the bondholders, under these presents, upon the requisition in writing of bondholders holding not less than a majority of said bonds.

And it is further mutually agreed by and between the parties hereto, that the term a word, "Trustee" as used in this instrument, shall be held and construed to mean the Trustee or Trustees for the time being, whether the all or any be original or substituted, and whenever a vacancy shall exist to mean the surviving or continuing Trustee, if any there be, and such Trustee shall during such vacancy be possessed of, and be competent to exercise, all the powers granted by these presents to the party of the second part.

Further that at all times until said bonds shall be fully paid, with the interest due and to grow due thereon, the party of the first part will permit the Trustee, or its agents, clerks or attorneys for that purpose to be duly authorized, to inspect all the books of account of the party of the first part, together with its reports, memoranda, and other papers, and to take such extracts therefrom as may be deemed expedient.

And it is further mutually agreed by and between the parties hereto, and it is hereby declared to be a condition upon which the party of the second part has assented to these presents, that the said Trustee shall not in any manner be held responsible for any default or misconduct of any agents or persons employed by it in good faith, and in case said Trustee, its successor or successors, or either of them, shall go into possession of the said mortgaged premises, and operate the same as herein before provided, it and they shall be indemnified out of the funds and property which shall come into its or their hands as aforesaid, for all claims and demands against it or them arising from the negligence, carelessness or misconduct of its or their employees; and in all cases said Trustee shall be authorized to pay such reasonable compensation as it shall deem proper to all the attorneys, servants and agents it may reasonably employ in the management of the Trust, that the said Trustee shall have and be entitled to just compensation for all services which it may render in connection with the trust, to be paid by the said company.

That said Trustee or any of its successors, may resign and discharge itself or themselves of and from the Trusts created by this indenture by notice in writing to the party of the first part, and to the other existing Trustee, if any there be, at least sixty days before such resignation shall take effect, and upon the due execution and delivery of the conveyances hereinafter required.

That the said Trustee or any of its successors may be removed by a vote of a majority in interest of the holders of the aforesaid bonds, the said vote being had and taken at a meeting of the bondholders and attested by an instrument under the hands and seals of the persons so voting.

Upon the death, resignation or removal of any Trustee under this indenture, all power and authority of such Trustee dying, resigning or being removed shall cease, and all the estate, right,

title and interest in the said property and premises of any Trustee so dying, resigning or being removed shall wholly cease and determine, but the said Trustee so resigning or being removed shall nevertheless on the written request of the new Trustee who may be appointed, forthwith execute and deliver a deed or deeds of conveyance to vest in such new Trustee, upon the trusts herein expressed, all the premises, property, estates, rights and franchises which may at that time be held upon or be subject to said trusts.

In case the trusteeship herein created shall become vacant, application may from time to time, so often as such vacancy may occur, be made either by the party of the first part or by holders of said bonds to an amount in the aggregate of not less than five hundred thousand dollars, to the Supreme Court of the State of New York or to a Judge of any United States Court for the appointment of a new Trustee.

And upon the appointment of a Trustee either by said Supreme Court, or by a Judge of an United States Court, and upon the acceptance of such appointment, such Trustee shall, without any further assurance or conveyance, become vested with all the property, estates rights, and franchises which may at that time be held upon or be subject to the trusts herein expressed, and also with all the powers and authorities herein given, which may be requisite to enable said Trustee to execute the purposes of the aforesaid trusts.

In Witness Whereof, the party of the first part has on the day and year first above written executed this indenture in twelve parts, each of the same tenor, words and effect, and all constituting but one instrument and has caused its Corporate Seal to be affixed to each of said parts and each of said parts to be signed by its President and Secretary.

In case of the full performance of the trusts, convenants, agreements and conditions of either one of said parts, or in case of the satisfaction or discharge of either one of said parts, the other eleven parts to be and become void and of no effect.

And the said party of the second part, to signify its acceptance of the trust has caused its corporate seal to be affixed to each of said parts and each of said parts to be signed by its president and Secretary.

L.S.

Mutual Union Telegraph Company
By John J. Moore President
Mutual Union Telegraph Company
By Charles F. Peck Secretary
Central Trust Co of New York
By H. F. Spaulding President
Attest: C. H. P. Babcock Secretary.

State of New York
County of New York
City of New York } ss.

Be it remembered, and I do hereby certify, that before me, Charles A. Peabody Jr, a notary public of the State of New York in and for the county and State of New York, residing in said City of New York, personally appeared John J Moore, President of the Mutual Union Telegraph Company, personally known to me to be the same person whose

name is subscribed to the foregoing instrument, who, being by me duly sworn, deposes and says: That he resides in the City of New York, in the county of New York and State of New York; that he is president of the Mutual Union Telegraph Company; that he knows the corporate seal thereof; that the seal affixed to the foregoing instrument is the seal of said Company, that it was affixed by the order of said company and that he signed the corporate name of said company to said instrument by like order, as President of said company. And the said John T. Moore acknowledged that he signed, sealed and delivered said instrument on behalf of the said company as his free and voluntary act, and that the said Company also executed said instrument as its free and voluntary act, for the uses and purposes therein set forth; and at the same time and place personally appeared before me Charles F. Peck, Secretary of the said Mutual Union Telegraph Company, personally known to me to be the Secretary of said Company, and whose name is subscribed to the foregoing instrument, and acknowledged that he, on behalf of the said Mutual Telegraph Company, signed his name and affixed to the said instrument the official seal of the said Mutual Telegraph Company, as the free and voluntary act of the said Mutual Union Telegraph Company, for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and official seal this twenty Seventh day of May A.D. 1882

Charles A. Peabody jr.
Notary Public New York City.

(L.S.)

State of New York
City & County of New York } ss

I, William A. Buttler Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that Charles A Peabody Jr. whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for the City and County of New York, dwelling in said City, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof I have hereunto set my hand and affixed the Seal of the said Court and County, the twenty ninth day of May 1882.

William A Buttler
Clerk

(L.S.)

Recorded 23d June 1882.

This Indenture, made this twenty seventh (27th) day of March A.D. Eighteen hundred and Eighty two (1882), by and between the Milwaukee and Lake Winnebago Railroad Company, a corporation organized under the laws of the State of Wisconsin a party of the first part, and John A. Stewart, of New York, in the County and State of New York, Edwin H. Abbot of Milwaukee, in the county of Milwaukee and State of Wisconsin, and George Haffman of said New York, parties of the second part,

Witnesseth

that, Whereas said first party has located its railroad from a point on the Wisconsin Central Railroad, in or near Neenah, in the county of Winnebago, on Lake Winnebago, and thence southerly, about sixty five (65) Miles to the Chicago Milwaukee and St. Paul Railway in Schleisingerville, in the county of Washington, reserving the right to extend its line into or towards Milwaukee and Chicago, or either of them, when and if such extension should hereafter prove to be desirable; and is about to issue on its said Railroad, One million four hundred and thirty thousand ($1430.000) dollars, face value, of first mortgage bonds as hereinafter described and Five hundred and twenty thousand ($520,000) dollars, face value of income bonds, as hereinafter described, being at the rate per mile of twenty two thousand ($22000) dollars first mortgage bonds and Eight thousand ($8000) dollars income bonds upon sixty five (65) miles of said railroad between Neenah and Schleisingerville; and to secure, as hereinafter stated, the payment of the principal and interest of both classes of said bonds by this mortgage or deed of trust to the parties of the second part, which covers all its said railroad built and to be built, rolling stock, motive power, equipment, lands and other property of every sort and description, real and personal, appertaining thereto; and

Whereas, said first party hereby covenants, that, when its said railroad is completed, and said bonds thereon, are all issued, the total amount of its bonds so issued on the railroad between Neenah and Schleisingerville, above described, shall not then exceed the amounts above stated, and that upon any future extension of said railroad, said bonds shall not be issued in any greater amounts than at the rates per mile above stated; and

Whereas, each of said bonds is to be for the sum of One thousand ($1000.) dollars, payable in thirty (30) years from the first day of July A.D. Eighteenhundred and eighty two (1882), with interest at the rate of six (6) per centum per annum upon each first mortgage bond, and at the rate of five (5) per centum per annum upon each income bond, both payable semiannually on the first day of January and July in each year, the

first coupon maturing upon the first day of January, A.D. Eighteen hundred and eighty three, (1883) on each of said bonds; and

Whereas, said first mortgage bonds and said income bonds are exceptings in numbers and distinguishing marks, of the substantial form and effect of the respective forms annexed to the indenture and made part hereof;

Now Therefore the Milwaukee and Lake Winnebago Railroad Company, in consideration of one Dollar, and in divers other valuable consideration, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, released, conveyed and confirmed unto said John A. Stewart, Edwin H. Abbott, and George Hoffman, as they are Trustees herein named, parties of the second part, all that railroad known as the Milwaukee and Lake Winnebago Rail Road, constructed and to be constructed, or acquired, maintained and operated, from a point on the Wisconsin Central mainline, in or near Neenah in the county of Winnebago and State of Wisconsin, thence running about Sixty five (65) miles Southerly, to a point on the Chicago, Milwaukee and St. Paul Railway, in or near Ashlesingerville, so called, in the county of Washington and said State of Wisconsin, said company reserving the right to extend its line into or towards Milwaukee and Chicago, or either of them, when and if such extension should hereafter be proved to be desirable, together with all its lands acquired and to be acquired, as well as all its rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, enginehouses, carhouses, freight houses, woodhouses and other buildings, built and to be built, and all machine shops held and to be held for use in connection with its said railroad or any part thereof, and the business of the same; and also all locomotives, tenders and other motive power, rolling stock, cars, coaches, equipment and all machinery, tools implements, fuel and materials for constructing, operating and repairing or replacing the said railroad or any part thereof, or any of the equipment or appurtenances of the said railroad or any part thereof; and also all revenues, rates, tolls, sums of money and income arising and to arise, from the said railroad or from the premises herein before expressed to be conveyed and any of them; and also all corporate and other franchises, powers and privileges, documents relating or appertaining to the title and the business, past present and future of said Company; provided however, that nothing herein shall be construed to prevent said Railroad Company from hereafter seperately mortgaging and extension of its said Railroad or any branches thereof, which are not included in the premises described in this deed of trust and which may be hereafter built or

Insert here, the end of page 37.

acquired, or to prevent it from creating a prior lien, by mortgage or otherwise, upon any property whatever which it may hereafter acquire, whether real or personal, in order to secure payment of the purchase money thereof.

To have and to hold all and singular the above mentioned and described railroad and other property, and all other the premises herein before expressed to be conveyed with the appurtenances thereof, and all the rights, easements, hereditaments and privileges thereunto appertaining or belonging, to the said John A Stewart, Edwin H. Abbott and George Hoffman, their heirs and assigns, survivors and survivor, successors and successor, their and his heirs and assigns, to their and his sole use, and behoof forever, but in trust always for the purpose of securing to said trustees, their survivors and survivor, successors and successor, or to the lawful holder of said bonds, the payment of the bonds hereinbefore described, together with interest thereon, according to the tenor of said bonds respectively, and the priorities herein declared between the several classes thereof; and for the further carrying into effect the conveyance herein expressed, said company doth hereby appoint, John A Stewart, Edwin H Abbott and George Hoffman, their survivors and survivor, successors and successor in said trust, to be the attorneys and attorney of said Company to take and demand from any and all persons whomsoever, and to receive delivery from them of all and every the sums of money, goods, chattels and effects of said Company hereinbefore expressed to be assigned, and to give effectual releases and discharges therefor, and to appoint for all or any purpose aforesaid in their discretion at the expense of said Company an attorney or attorneys, agent or agents, and from time to time to revoke said appointment, and to use the name of said Company, and generally to act in the particular premises as said trustees, or the trustee for the time being, shall think expedient for the effectual performance of their trust.

And it is hereby mutually agreed and declared by and between said Company and each and every holder of said bond by and through said trustees, each with the other and all the others, that said trustees and their successors and successor, for the time being in said trust, shall respectively stand possessed of all and singular the premises herein before mentioned with all the powers herein expressly granted, in addition to all the customary powers of such trustees, upon and for the trust intents and purposes following; that is to say:-

Article First. Said first mortgage bonds shall stand among themselves equally secured by this indenture, but all coupons upon said first mortgage bonds shall, in any and all legal proceedings instituted by said trustees for the effectual securing thereof,

have priority in the order in which they respectively mature; and all said income bonds shall stand among themselves equally secured by this indenture, but all coupons thereon shall have priority among themselves in the order in which they respectively mature; provided however, that said first mortgage bonds, together with each and every matured coupon thereof, shall at all times have priority over each and every income bond and the matured coupons thereof.—

It is further expressly agreed that no action at law shall be maintainable on any coupon, whether of a first mortgage bond or an income bond, by the holder thereof without the consent of the trustees or trustee for the time being, previously to such suit, being obtained in writing, nor in any event, after the default, on which the right of action is based, shall have been waived by written notice to said Company, or otherwise, either by the holders of a majority, in interest of said first mortgage bonded indebtedness, or as to said income bonds, by the holders of a majority in interest of said income bonded indebtedness; or, as to both and each series of bonds, by the trustees for the common benefit of all the bonded indebtedness or any part of it, whether first mortgage or income, as herein after provided.— Said Company covenants, and every person who at any time becomes the holder of any bond of either class hereby secured, hereby, in and by his acceptance thereof, covenants to, with and through said trustees, and with said Company, and each and all other persons who shall ever become holders of either of said classes of bonds, that this indenture enters into and forms a part of, each such bond, and each such coupon included in both classes of said bonds; and agrees and admits that this indenture fixes the rights duties and liabilities of said Company, so far as they are herein expressed, upon and under each and every bond, and each and every coupon which is secured by this deed of trust, and defines and fixes the rights, duties and liabilities of said trustees, their survivors, survivor, successors successor and assigns, and each and all of said bondholders and couponholders, both as to said trustees, and among themselves, and as to each other, and as to said Company; and does hereby agree to the following articles, to wit:

Article First. Said Company covenants to pay the principal of and interest upon each said bond, and the coupons thereto attached, according to the respective tenor thereof, so long as there is not any default or breach of the stipulation of this indenture, to the holder of said bond, when and as the same shall respectively become due and payable, according to their several tenors and effect; and covenants, after such default, to pay the same to the trustees or trustee for the time being; and also covenants to pay every and all taxes at any and every time assessed on said bonds and coupons by the United States, so that the holder thereof shall receive the full amount of each of

said bonds and coupons without deductions on account of any federal taxation; provided however, that, upon any default or breach of condition hereof, and after demand has been made upon said company, for payment of said bonds or any coupon thereof, by said trustees, their successor successor, all right and right of action, whether at law or in equity, upon each and every and any of said bonds and coupons shall thereafter vest exclusively in said trustees, their successors and successor for the equal proportionate benefit of all holders of said bond according to their respective priorities, that is to say; First— For the benefit of the first mortgage bonds and interest coupons thereto attached.— Second. For the benefit of the income bonds and interest coupons thereto attached. It is further agreed that said rights of action shall vest exclusively, as aforesaid, in said trustees for the equal proportionate benefit of all the bonded indebtedness secured hereby according to the priorities herein before declared.—

Article Second. All the property and estate herein conveyed, and all moneys received from the sale of the same or any part thereof, shall, after deducting the expenses of this trust, be held and applied, and is hereby pledged, to the proportionate payment of said bonds and the coupons attached thereto, when and as the same shall become severally due and payable according to their tenor and effect, and according to the priority herein declared in reference to said classes of bonds, and with priority among the coupons of each class of bonds in the order in which said coupons respectively in each class mature.

Article Third. Said Company covenants, further, well and truly to keep and perform all the things specified in this indenture to be by it kept and performed according to its true meaning and intent, provided always that nothing herein contained shall deprive or limit the control of said Company over the mortgaged property, prior to any default; or shall limit its control, after waiver of any such default from time to time according to the provisions of this indenture; or shall prevent said company, after consent previously thereto in writing obtained from said trustees, their successors or successor, from selling disposing of or changing any of its motive power, rolling stock equipment or personal property, whenever said company shall deem it expedient for the good management of said railroad so to do; and said Company, its successors and assigns, covenants and agrees to waive, and does hereby waive, the benefit of every extension stay, appraisement or reduction law which has been hitherto, or may hereafter be enacted in said State of Wisconsin, and hereby consents that the trustees, or trustee for the time being, personally, or by agent, may at all times

have full and free access to said Company's books, records and accounts with right to take copies thereof in whole or in part; provided however, and this indenture is executed upon the express condition, that, upon full payment and satisfaction of said bonds, and all of them, and all the interest due thereon, or in case of the conversion thereof into stock in any new Company or Corporation herein after described as to be formed after any foreclosure or other conclusion of this trust, then, upon exhibition to the trustees for the time being, their successors or successor of all the cancelled bonds and proof of full payment of all charges, expenses and liabilities incurred in the administration of this trust, all the estate, right title and interest of the trustees for the time being shall cease and determine, and upon written request therefor by said Company, its successors or assigns the trustees for the time being shall execute and deliver to it or them, all proper release or satisfaction hereof; but otherwise this indenture shall be of full force.

Article Fourth. The trustees for the time being are authorized from time to time to appoint a register, and employ such clerks and assistants as they deem necessary from time to time, for the administration of their trust.

Article Fifth. Said company shall from time to time and at all times hereafter and as often as thereunto requested by the trustees or trustee for the time, execute acknowledge and deliver to them or him all such further deeds, conveyances and assurances in the law for the better assuring unto them, their successors and successor, herein, upon the trusts herein expressed, the railroad and property hereinbefore mentioned, and all franchises now held by said Company, as well as the franchise to be a corporation, whenever and so far as shall by the trustees be deemed expedient; and said Company shall furnish to said trustees, and their successors and successor, from time to time, whenever so requested in writing, a true and full inventory of all the moveable property appertaining to said Railroad and the operation thereof, and covered by this indenture; but no failure to demand or furnish said inventory shall impair or limit the operation and effect of this indenture upon any and all of the property herein generally described as covered by this indenture.

Article Sixth. The trustees or trustee for the time being are authorized, in their discretion, upon the written request of said company, to consent, from time to time, to such change and changes in the location of track, roadway, stations and station grounds and to the sale, substitution and exchange of motive power, rolling stock, machinery and equipment, as they deem for the interest of their trust;

provided however that all substituted property of any and every description shall be deemed to be and be brought within this trust as fully as if the same had been expressly described in this indenture. The trustees for the time being are authorized to execute all releases and other writings which they from time to time deem necessary, in order to effectuate such sales exchanges and substitutions.

Article Seventh. At any sale of the aforesaid railroad, its equipment, appurtenances, or any part thereof, or any portion of the trust premises, the trustees or trustee for the time being may bid off, and purchase, or cause to be bid off and purchased, the property, so sold, or any part thereof, in behalf of all the holders of bonds then in default under this instrument and outstanding, in proportion to the respective interests of such bondholders, subject to the priorities herein declared among them, at such price as said trustees deem reasonable, if but a portion of said property be sold; and, if all of it be sold, then at a price not exceeding in all the whole amount of such outstanding first-mortgage bonds and income bonds, together with the interest accrued thereon; and nothing herein shall be construed to limit the trustees or trustee for the time being, in the exercise of their or his discretion so to purchase, but the same shall be absolutely in their or his discretion, as they or he deem the common and equal proportionate benefit of all bonds hereunder secured shall require, subject to said priorities.—

Article Eighth. If and whenever from time to time any judicial foreclosure, or other sale or sales of the whole or any part of the premises covered by this indenture shall be made under any decree of any court having jurisdiction thereof, under provisions of this indenture, and the power of sale herein granted, and the holders of a majority in interest of the then outstanding first mortgage bonds shall in writing so request the trustees, or trustee for the time being, then said trustees or trustee are authorized to purchase the premises, or so much of them as shall be sold and covered by this indenture, and to apply the same for the use and benefit, first, of the then outstanding first mortgage bonded indebtedness, and, second, of the income bonded indebtedness, secured under this indenture; and all right and title to said premises shall, after and upon such purchase, vest in said trustees, or trustee for the time being; and no bond holder of either class shall have any right to the premises, or proceeds thereof, except subject to the priorities created and declared in this indenture, to wit: that the said first mortgage bonded indebtedness shall be paid in full, principal and interest then accrued, before

said income bonded indebtedness, shall receive any dividend from the proceeds, but any surplus, remaining after payment in full of said first mortgage-bonded indebtedness, shall be applied pro rata upon said income bonds and their accrued interest, the overdue coupons upon said income bonds to be paid in full, with interest at five per centum per annum in the order of and according to the dates of their respective maturing. Of such sale be of the whole property, and the same be bid in for the benefit of the first mortgage bonded indebtedness, at a price less than the amount of said first mortgage bonded indebtedness, then each first mortgage bondholder shall receive only his pro rata share of the proceeds of the purchased premises as represented in a new company or corporation, to be formed for the benefit of the holders of the first mortgage bonded indebtedness hereby secured; and said trustees may take such lawful measures as, in their judgment, are for the interest of said first mortgage bondholders in organizing a new company or corporation for the benefit of the holders of the first mortgage bonded indebtedness hereby secured. - Said new corporation shall be organized upon such terms, conditions and limitations, and with such allowance to other parties interested in said premises, and in such manner, as the holders of a majority of all the outstanding first mortgage bonded indebtedness shall in writing direct; and the trustees shall thereupon reconvey the premises so purchased by them to said new Company or corporation so, as aforesaid, organized. -

Article Ninth. If default be made in the payment of the interest on any of said first mortgage bonds according to their tenor, and such default shall continue for the period of six (6) months after such interest shall have become due, and after payment shall have been demanded by the trustees and refused by said Company, the principal of all said bonds, both first mortgage and income, shall at the election of any two trustees, or of the trustee for the time being, but not otherwise, be and become immediately due and payable, anything contained in said bonds, or in this indenture, to the contrary notwithstanding. -

Article Ten. If default be made in the payment of any interest or principal upon any of the first mortgage bonds, secured by this indenture, when and as the same is payable, and such default continue for six (6) months after demand made by the trustees or trustee for the time being, at the principal office of the Company for the payment of the same, the trustees are authorized and empowered, in their discretion to enter upon, and

sell at public auction in the City of Milwaukee, after notice in writing to the Company and publication of a notice of said proposed sale, at least twice a week for eight (8) weeks, in one or more newspapers printed in said city of Milwaukee and such other place or places as the trustees think proper, the whole of said Company's lands, railroad and other property or so much thereof as shall be necessary to retire such overdue obligations of said Company - the trustees or trustee for the time being may adjourn such sale from time to time in their discretion; and, if so adjourned, make the said sale at the time and place to which the same shall be so adjourned; and may make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds of the same in fee simple, and said sale, so made as aforesaid, shall be a perpetual bar both in law and equity, against said Company and all other persons lawfully claiming or to claim said premises or any part thereof, by, through, from or under said Company; and, after deducting from the proceeds of such sale, just allowances for all expenses of such sale as well as all attorney's and counsels fees as all other expenses, advances and liabilities which said trustees may have made or incurred in the premises, and also all payments, which may have been made by them for taxes or assessments for charges and liens prior to the lien of these presents, if any, on the said premises, or any part thereof, as well as reasonable compensation for their own services, said trustees shall apply the net proceeds to the payment, first: of the principal of such of the aforesaid first mortgage bonds and coupons as are at that time unpaid, whether or not said bonds shall have previously become due by the terms thereof; and second, to the payment of the interest which shall have at that time accrued and be unpaid, subject to the respective priorities herein declared, upon said first mortgage coupons; and third, if after satisfaction of said first mortgage bonds and coupons, and the interest thereon, any surplus shall remain, said trustees shall apply the same to the payment of the income bonds and the overdue interest thereon, pro rata, subject to the respective priorities herein declared among said income bonds; and fourth, if any surplus shall then remain after both the first mortgage and income bonded indebtedness, and all costs and expenses are paid in full, said trustees shall pay the net residue over to said Company, or to such other parties as shall be entitled lawfully to receive the same. - If such sale be of only part of the mortgaged premises, this power of sale may be executed when-

-ever and as often as such defaults may happen, and the trustees or trustee, for the time being deem it expedient to exercise said power.

Article Eleventh. If default be made at any time in payment of any interest or principal secured by this indenture according to its tenor and effect, or in any requirement to be taken or kept by said Company, and such default continue for six (6) months after demand by the trustees for such payment, or after notice of such requirement made or given by them in writing to said Company, then the trustees or trustee for the time being, may in their discretion personally or by their attorneys or Agents, enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and may thenceforth have, hold, use and operate the same by themselves, their superintendents, managers, receivers, servants, attorneys or agents, and conduct the business thereof, and make from time to time all repairs, replacements, alterations additions, spurs, branches, extensions and improvements thereupon, as they or he deem necessary or expedient for the proper accommodation, or increase of the business of said railroad, and may collect and receive all tolls, freight, incomes, rents, issues and profits of the same and every part thereof; and, after deducting all expenses of operating said railroad, and conducting its business, and making of all said repairs, replacements, alterations, additions, spurs, branches, extensions, improvements and payment of all demands for taxes, assessments, charges or liens prior to the lien of these presents upon the premises, or any part thereof, and reserving reasonable compensation for all their own services and the services of their attorneys and of all other persons by them employed, said trustees shall apply the moneys arising as aforesaid, so far as the same are applicable under the provisions of this indenture, as if no such default had occured, to the payment of interest upon the bonds intended to be secured by this mortgage, in the order in which said interest is payable, according to the priorities herein created among said classes, and in each class of said bonds; and after all interest which shall have become due, is paid, and regular future payment of said interest, as it matures, appears in the judgment of said trustees to be probable, the trustees shall restore the premises aforesaid to the possession of said company, subject however to the covenants and conditions of this indenture in the same manner and to the same extent, as if no such entry had ever been made. This power of entry may be exercised as often as occasion therefor shall arise in the judgment of the trustees pending this trust, and said trustees may continue to exercise

the power herein granted, for such period or periods as they deem expedient, unless and until a majority in interest of the holders ~~of the holders~~ of the bonded indebtedness shall otherwise in writing request.

Article Twelfth. The trustees or trustee for the time being are authorized in their discretion to enforce the rights of the bondholders under these presents in cases of default as shall be most expedient in their discretion for the common and equal benefit, first of all the first mortgage bonded indebtedness, and second of all the income bonded indebtedness, secured by this indenture, subject to the priorities herein created and according to the tenor and effect of this indenture, subject however to the following restrictions and limitations.—

I. If such default be in any other thing than in payment of the interest upon, or the principal of said first mortgage bonds, the trustees or trustee for the time being, are authorized, at their or his discretion, and without appeal or control by said bondholders or any of them, to waive or enforce the rights arising by reason of such default under this indenture in such manner and to such extent as they or he deem for the interest of this trust.

II. If such default be in the payment of any interest upon, or the principal of said first mortgage bonds, then upon written requisition, served upon the trustees or trustee for the time being, and signed by the holders of not less than twenty five (25) per centum of the aggregate amount of all first mortgage bonds then outstanding in default, together with indemnification by the persons making such requisition to the trustees, or trustee for the time being, against all costs and expenses by said trustees or trustee to be incurred, and of each of them, in case of the refusal or neglect of the other or others, to enforce the rights of the holders of such first mortgage bonds as are then in default, by entry, sale or legal proceedings in such manner, and only so far as shall be expedient for the common and equal proportionate benefit of all such first mortgage bonds as are in default. But upon such written requisition, signed by the holders of a majority of all the first mortgage bonds then outstanding under this indenture, and accompanied, if said trustees or trustee so elect, with the deposit in the hands of said trustees, or trustee, of the major part of all said outstanding bonds as indemnification and support of said trustees or trustee's action, then it shall be the duty of the trustees, or trustee for the time being, to enforce the rights of the first mortgage bondholders in the manner and to the extent prescribed in such requisition and not otherwise, unless such prescribed action shall be modified

recalled or changed, by subsequent, similar requisition or requisitions from him & time made, provided however that said prescribed action conforms & the provisions of this indenture, and does not impair any rights vested under this indenture, in the holders of the mm or part of such first mortgage bonds, as do not join in signing such requisition or requisitions, and does not impair any rights which may be vested under this indenture in said income bonds against said first mortgage bonds it being the intent of this provision to secure & the holders of the majority in interest of all outstanding first mortgage bonds secured under and by this indenture the same control in prescribing the action of the trustees in such event, as the holders of a majority of said Company's stock possessed in the management of said Company before such default.—

III No provisions of this indenture shall be construed & impair or limit the power of the trustees or trustee for the time being, & act of their own motion, whenever, and if and as they deem it expedient for the benefit of their trust cestuis que trustent ; and any action of either trustees or bond holders in waiving any default shall never be taken & affect any subsequent default, or & impair at any time or any manner, any of the rights thereupon arising on the first default, or any subsequent default.

Article Thirteenth. The income bonds issued under this indenture are entitled & be paid, principal and interest, when and as the same are by their tenor made payable, and the interest on said income bonds is cumulative; and all the powers conferred upon said trustees for the benefit of the first mortgage bonds, are also conferred upon the trustees or trustee for the time being, acting under this indenture, for the benefit of the income bonds, provided however, that said income bonded indebtedness is at all times subsequent and inferior & the first mortgage bonded indebtedness; and provided further that said powers shall never be exercised, for the benefit of said income bonded indebtedness, against, or & the prejudice or impairment of the rights of the first mortgage bonded indebtedness & prior full satisfaction and payment. Said income bonds are payable, principal and interest out of the income of said Company's railroad and property, unless and until default is made upon the first mortgage bonded indebtedness under the terms of this indenture; but, in case of such default on such first mortgage bonded indebtedness under the terms of this indenture, their payment is deferred during continuance of such default, and in case of sale & satisfy said first mortgage bonded indebtedness, said income bonds are payable only out of such surplus proceeds as shall remain after the first

mortgage bonded indebtedness, principal and interest, shall have been paid in full. The interest on said income bonds is payable when and as the same matures, & its full amount, together with interest at the rate of five (5) per centum per annum on any and all deferred coupons; and any and all overdue and deferred coupons must be paid with interest at the same rate before any dividend shall be made upon any stock of said railroad company; but, so long as the interest on said income bonds shall be regularly and fully paid, the surplus income of said company shall be at the disposal of said Company.—

Article Fourteenth. The word, trustees, whenever used herein, shall be construed & include the trustees herein above named, and the survivors and survivor of them, and their and his successors and successor; survivors and survivor, acting for the time being, at any time, in the capacity of trustees or trustee under this indenture.

The trustees, and each of them, may, at his and their discretion, employ or advise with counsel learned in the law; and all expenses thereof, and all the personal expenses of the trustees in discharge of their trust and all other reasonable and proper charges and expenses of the trustees, together with compensation for all the services by them or either of them rendered in their trust, shall be paid by said Company as they are incurred; and otherwise, out of the trust estate herein created; and whenever said trustees act under this trust, they are hereby invested with full power & submit, from time & time, any and all Questions of law or fact, arising in the execution hereof, & arbitration; and also & compromise and settle, in their discretion, any and all such questions; and said company hereby consents that upon application of the trustees & any court of equity, having jurisdiction hereof, specific performance of any and all agreements and covenants herein contained or implied, shall be decreed & be performed by said company, its successors and assigns.

Article Fifteenth. Whenever said trustees shall be at any time reduced & one (1) in number from any cause, the trustee surviving or continuing shall thereupon be and become vested with every power, as well & fill vacancies among said trustees, as every other power conferred under this indenture upon the trustees named herein, without any further assurance or conveyance; and said surviving or continuing trustees, or trustee, may, with the consent of the holders for the time being of a majority of all the bonds then outstanding under, and secured by, this indenture of trust, appoint a new co-trustee, or trustees, by instrument in writing under their or his hand and seal and cause the same & be recorded in the Office of the Secretary

of State for the State of Wisconsin; and thereupon all the estate of the out going trustees, or trustee, shall be vested in such new trustees or trustee, as fully as if they or he had been originally named in this indenture. - If for any cause, such vacancy shall remain unfilled for six (6) months, any judge of the Circuit Court of the United States in either district of Wisconsin upon application of the surviving or continuing trustees or trustee; or of the holder or holders of bonds to the amount of one tenth (1/10) of the entire issue thereof, then outstanding under this indenture; or, failing such application, then upon petition of said Company, may fill the vacancy or vacancies, by appointment of any suitable persons or person, who shall thereupon be and become such trustees or trustee, with the same powers as if they or he had been originally named herein. - If from any cause there be total vacancy of the office of the trustees hereunder, the vacancy may be immediately filled by such judge upon application made as aforesaid, after ten (10) days notice to said Company. -

Article Sixteenth. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to their acceptance of said trust by said trustees, that they shall not, in any manner, be responsible for any act, default or misconduct of each other; nor for any act, default or misconduct of any agent by them employed; nor shall either of them be answerable except for his own wilful default or misconduct. - either and each trustee may resign and discharge himself of the trust created by this indenture, by notice in writing to said Company, its successors or assigns, and to his co-trustees or co-trustee, if any, not less than three (3) months before such resignation shall take effect, unless some shorter time shall be mutually agreed upon to be adequate notice; and thereafter, upon execution and delivery by him of a proper deed of release to his associates or associates, and successors in said trust, he shall be thenceforth discharged.

Article Seventeenth. This indenture and all the first mortgage bonds and all the income bonds, are made subject to the lease of even date herewith, made by said Milwaukee and Lake Winnebago Rail Road Company to the Wisconsin Central Rail Road Company and John A Stewart, and Edwin H Abbott, its trustees, now in possession of the Wisconsin Central Rail Road, said lease running for the term of Ninety Nine (99) years, upon the terms and provisions therein stated, and the first mortgage bonds and the income bonds which are to be issued under, and secured by this indenture, are hereby declared to be subject to said lease, and

to be entitled to all the benefits of said lease in event of default hereunder by the Milwaukee and Lake Winnebago Rail Road Company, as fully as if said agreement had been made with the trustees herein for the benefit of said bonds. - And it is understood by all parties hereto said lease is binding upon both of said companies and the bond holders under this indenture, and under the several deeds of trust and mortgage, whereby the several classes of Wisconsin Central Railroad bonds are secured. -

Article Eighteenth. - This indenture, and the first mortgage and income bonds issued hereunder, are in like manner subject to an agreement bearing even date herewith, with the Chicago, Milwaukee and St Paul Railway Company for use of its track and terminal facilities from said Schleisingerville to, into, and at Milwaukee, in the State of Wisconsin; and the bonds issued hereunder and secured by this indenture, are subject to said agreement, and are entitled to all the benefits of said agreement, in event of default hereunder by the Milwaukee and Lake Winnebago Railroad Company, as fully as if said agreement had been made with the trustees herein for the benefit of the bonds about to be issued under this indenture.

Article Nineteenth. Whenever, and if, and as often as there is any failure on the part of said Company, to pay the interest on its income bonds according to their tenor, although the interest on all its first mortgage bonded indebtedness may be punctually and regularly paid, then the trustees or trustee for the time being, may in their discretion exercise for the benefit of said income bonds, each and every the powers hereinbefore conferred upon them, relative to the first mortgage bonds; and may, from time to time, take such action generally, as they deem expedient - subject always to the first mortgage bonded indebtedness, to protect said income bonds and procure or enforce payment of the interest thereon when and as it matures upon them.

In Witness Whereof, the Milwaukee and Lake Winnebago Railroad Company has caused these presents to be signed by Joseph L Colby, its President, and Howard Morris, its Secretary, thereunto lawfully authorized by votes of the Stockholders of said Company, and its corporate seal to be hereto affixed, and said John A Stewart, Edwin H Abbott and George Hoffman have hereunto set their hands and seals, in token of their acceptance of the trusts herein created, this twenty seventh (27th) day of March, One thousand eight hundred and eighty two (1882)

Seal

Milwaukee & Lake Winnebago Rail Road Co
By Joseph L Colby President

Attest

Howard Morris Secretary M. L. W. R.R. Co.

John A Stewart seal
Edwin H Abbott seal
George Hoffmann seal

State of Wisconsin
City and County of
Milwaukee } ss.

Be it remembered that on this twenty seventh
(27th) day of March A.D. one thousand eight hundred and eighty two, perso-
nally appeared before me Joseph L. Colby and Howard Morris,
to me known to be respectively the President and Secretary of the
Milwaukee and Lake Winnebago Railroad Company, and the
persons who signed the foregoing instrument for and in behalf
of said Company, and that they severally and duly acknowledged
the same to be the free act and deed of the said Milwaukee and
Lake Winnebago Railroad Company for the uses and pur-
poses therein expressed.

In Witness whereof I have hereunto set my hand
and affixed my notarial seal the day and year above
written.

Natorial seal

Fred^c Abbot Notary Public
Milwaukee County
Wisconsin.

United States of America
State of Wisconsin

No. No.

Milwaukee and Lake Winnebago
Rail Road Company.
Five per Cent.

$1000. $1000.—

Income mortgage gold bond

The Milwaukee and Lake Winnebago Railroad Company a corpo-
ration duly existing under the laws of the State of Wisconsin
hereby acknowledges itself to be indebted to John A Stewart, Ed-
win H. Abbot and George Hoffmann, Trustees in the sum of
one thousand dollars in the gold coined money of the United
States which sum said Railroad Company promises to pay to
said trustees, their successor and successors, or to the registered
holder hereof, or if this bond be unregistered to the bearer hereof,

on the first day of July A.D. 1912. This bond draws interest from
the first day of July A.D. 1882. until the same is paid at the rate of five
per centum per annum payable at the office of said Company in the
city of Boston, in the State of Massachusetts on the presentation and sur-
render of the annexed coupons as they severally become due according to
their tenor. It and each of its coupons shall unless this bond is registered
pass by delivery; but if registered then by transfer recorded in the books
of the Company by the registered holder. After registration of owner-
ship is certified on this bond by said Company's register no transfer
except and until recorded in its books shall be valid unless the last
previous transfer shall have been to bearer. This bond subject to suc-
cessive registrations and transfers to bearer at the option of its law-
ful owner, but after such registration and certification thereof
on this bond interest will be paid to the registered holder only upon
a proper voucher therefor. Henry F. Spencer of Boston has been appoin-
ted and is the register of said Company until his successor shall have
been appointed by the trustees or trustee for the time being, by power
under their or his hand, duly recorded with their trust deed in the office
of the Secretary of State in the State of Wisconsin. This bond is payable
according to its tenor with cumulative interest out of the net ear-
nings only applicable to such purpose when the amount shall
have been ascertained and declared by the directors of said company
but no dividend can be made on the stock while any interest
on this bond is overdue and unpaid. In case of foreclosure or other
sale under the trust deed this bond is payable out of the proceeds if
any which remain after all first mortgage bonded indebtedness
shall have been previously paid. Deferred coupons draw in-
terest at five per centum per annum till paid in full. Said income
bonds amount to $520.000 face value upon said Company's com-
pleted railroad of about Sixty five miles between Neenah and
Schleisingerville. Said income bonds are each for one thousand
dollars and numbered respectively from one upwards, and bear
even date herewith, and are issued under and secured by an indenture
of Trust and Mortgage, of even date herewith executed between said
Company and said trustees and recorded prior to the certification
of this bond in said office of the Secretary of State for the State of
Wisconsin, and the provisions of said indenture are hereby decla-
red to be part of this bond and of every coupon hereto attached. Recourse
shall never be had for payment of this bond, or any of its coupons,
to any individual liability of any stock holder in said Company.
This bond is not to be valid unless and until certified by the signature
of all the trustees above named and countersigned by the Register

of said Company.

In Witness Whereof the Milwaukee and Lake Winnebago Railroad Company has caused its common seal to be hereto affixed and this bond to be signed by its president and counter signed by its Register this twenty seventh (27th) of March A.D. Eighteen hundred and Eighty two.

Milwaukee and Lake Winnebago Railroad Company

By.

_____ President

Countersigned by

_____ Register.

Milwaukee and Lake Winnebago Rail Road.

$25.00 Company

Will pay out of income if any remaining after payment of its First Mortgage interest, but not otherwise, at its Office in the City of Boston Mass. on the first day of July 1912 on surrender of this coupon in gold coined money of the United States the sum of Twenty Five dollars being six months interest due that day on its income bond.

Joseph L Colby

President.

No

This bond is registered on the books of the Trustees in Boston Mass in the name of

of this day of A.D.

_____ Register

Notice. Nothing can be written on this bond except by one of the Trustees or their Register without impairing its negotiability.

Date of Registry	In Whose name registered	Transfer Agt.
×	×	×
×	×	×

Trustees Certificate

We Certify that this bond is one of the First Mortgage bonds of the Milwaukee and Lake Winnebago Railroad Company and is entitled to the benefits of the Trust Deed to us dated March twenty seventh A.D. eighteen hundred and eighty two as therein declared and that said Trust Deed is duly recorded in the Office of the Secretary of State of the State of Wisconsin.

} Trustees.

No

Milwaukee and Lake Winnebago Railroad Company

$1000.00

First Mortgage

Six per Cent Gold Bond

Interest payable January 1st and July 1st

at the Office of the Company in Boston Mass.

Principal due July 1st A.D. 1912.

United States of America

No

Milwaukee and Lake Winnebago Rail Road Company.

Six per Cent.

$1000 $1000.

First Mortgage Gold Bond

The Milwaukee and Lake Winnebago Rail Road Company a Corporation duly existing under the Laws of the State of Wisconsin hereby acknowledges itself to be indebted to John A. Stewart, Edwin H. Abbot and George Haffman Trustees, in the sum of One thousand dollars in the Gold coined money of the United States which sum said Railroad Company promises to pay to said Trustees their successor and successors or to the registered holder hereof or if this bond be unregistered to the bearer hereof on the first day of July A.D. 1912.

This bond draws interest from the first day of July A.D. 1882. until the same is paid at the rate of six per centum per annum payable at the Office of said Company in the City of Boston and State of Massachusetts on the presentation and surrender of the annexed coupons as they severally become due according to their tenor. It and each of its coupons shall unless this bond is registered pass by delivery, but if registered then by transfer recorded in the books of the Company by the registered holder. After registration of ownership is certified on this bond by said Company's Register no transfer except and until recorded in its books shall be valid unless the last previous transfer shall have been to bearer. This bond is subject to successive registrations and transfers to bearer at the option of its lawful owner but after such registration and certification thereof on this bond interest will be paid to the registered owner, only upon a proper voucher therefor.

Henry F. Spencer of Boston has been appointed and is the Register of said Company until his successor shall have

been appointed by the Trustees or Trustee for the time being by power under this or his hand duly recorded with their trust deed in the Office of the Secretary of State in the State of Wisconsin. This bond is one of the first mortgage bonds of the Milwaukee and Lake Winnebago Railroad Company which bonds when its railroad is completed from Neenah to Schleisingerville about Sixty Five Miles will not exceed One Million Four Hundred and Thirty Thousand Dollars for and upon its completed Railroad between said points. Said bonds are each for one thousand Dollars and they are numbered respectively from one upwards and bearing even date herewith and they are issued under and secured by an indenture of Trust prior to the certification of this bond in said Office of the Secretary of State of the State of Wisconsin and the provisions of said indenture are expressly made by said indenture and are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall never be had for payment of this bond or any of its coupons to any individual liability of any Stockholder in said company.

This bond is not to be valid unless and until certified by the Signatures of all the Trustees above named and countersigned by the Register of said Company.

In Witness Whereof the Milwaukee and Lake Winnebago Rail Road Company has caused its common seal to be hereto affixed and this bond to be signed by its president and countersigned by its Register; This 27th day of March A.D. Eighteen hundred and Eighty two.

Milwaukee and Lake Winnebago Railroad Company

By.

_____. President

Countersigned by

_____. Register.

Milwaukee & Lake Winnebago Railroad Company.

Will pay at its Office in the City of Boston Mass. on the first day of July 1912 on surrender of this coupon in gold coined money of the United States the sum of Thirty Dollars being six months ~~interest~~ due that day on its first mortgage bond.

Numbered

#30.

Joseph L Colby President.

Recorded June 27, 82.

This bond is registered on the books of the Trustees at Boston Mass in the name of

of this _____ Day of _____ A.D.

_____. Register

Notice. Nothing can be written on this bond except by one of the trustees or their Register without impairing its negotiability.

Date of Registry. On whose name registered Transfer Agent

× × × × × × × ×

We certify that Trustee's Certificate

This bond is one of the first Mortgage bonds of the Milwaukee and Lake Winnebago Railroad Company and is entitled to the benefits of the Trust deed to us, dated March 27th A.D. eighteen hundred and eighty two as therein declared and that said trust deed is duly recorded in the office of the Secretary of State of the State of Wisconsin.

_____ Trustees.

No

Milwaukee and Lake Winnebago Rail Road Company

$1000.

First Mortgage

Six per Cent.

Gold Bond

Interest payable

January 1st and July 1st at the office of the Company in Boston Mass.

Principal due July 1st A.D. 1912.

Insert this on page 18.

connected with or relating to the said Railroad, or to its construction, maintainance or use or otherwise belonging to said Company and also all ties, iron or steel rails, fish plates, spikes, piles, bridges, bridge materials, telegraph poles, telegraphic materials, locomotives, oil, waste, fuel and every sort of railroad supplies acquired or to be acquired, used or to be used in the construction or operation of any part of said railroad whether now completed or hereafter to be built together with all appendages, appurtenances, railroad whether now completed or hereafter to be built together with all appendages, appurtenances, and moveable property of every kind; and all improvements, extensions and additions now or hereafter made or to be made to or upon any and all of the above described railroad and other property of said company together with all easements, licenses and property, estate and rights of any nature whatsoever, whether real or personal, corporeal or incorporeal to which said first party now is or may hereafter be or become in law or equity entitled as appertaining to said Railroad above described; meaning and intending hereby that the lien of this trust shall attach to and upon every part of the premises above described from the moment that right or title thereto shall vest in said Railroad Company and also all the books of account these leases certificates, contracts Records, vouchers, paper and other

St Paul Minn.
June 19, 1882

Hon. H. M. Teller
Secretary of Interior
Washington
D. C.

I have the honor to state that the Chicago, St Paul Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its Railway between the St Croix River or Lake and the West end of Lake Superior. The said twenty miles begins at Station "O" on the South East Quarter of the South West Quarter of Section thirty five town forty range twelve west in the County of Burnette and ends at Station ten hundred and fifty six in the North East Quarter of the South East Quarter of Section twenty five town forty three range twelve west in the County of Douglas, all in the State of Wisconsin; the said point of beginning being also a junction point with the road heretofore constructed by the North Wisconsin Railway Company, and said Chicago St Paul Minneapolis and Omaha Railway Company, its Successors, between said St Croix River or Lake and Bayfield on Lake Superior.

The said twenty miles have been completed and equipped in all respects in the manner required by the Acts of Congress, granting lands to the State of Wisconsin to aid in the construction of certain Railroads in said State approved respectively June 3. 1856. and May 5 1864.

H H. Porter
President

State of Minnesota
District of Minnesota } ss.

H H. Porter being by me first duly sworn on his oath says that he is the President of the Chicago St Paul, Minneapolis and Omaha Railway Company, and as such President signed the foregoing statement and that said statement is true of his own knowledge.

H. H Porter

Subscribed and sworn to
before me this 19th
day of June A. D. 1882.
R R Nelson
U S. Judge
Minnesota.

Executive Mansion
State of Wisconsin.

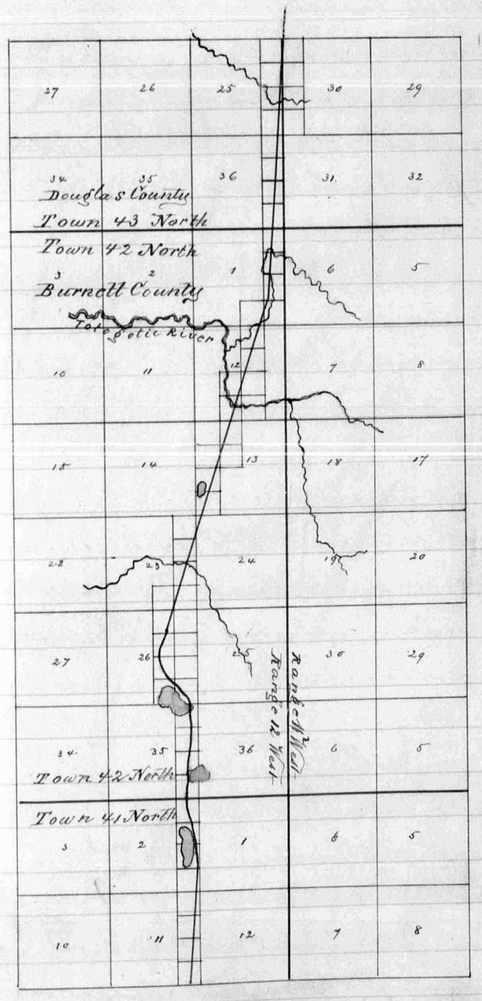
I Jeremiah M Rusk, Governor of the State of Wisconsin do hereby certify that the Chicago, St Paul, Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its Railway as described in the foregoing Statement and that the same has been completed and equipped in the manner required by the Acts of Congress granting lands to the State of Wisconsin to aid in the construction of certain Railroads in said State approved respectively June 3 1856 and May 5. 1864

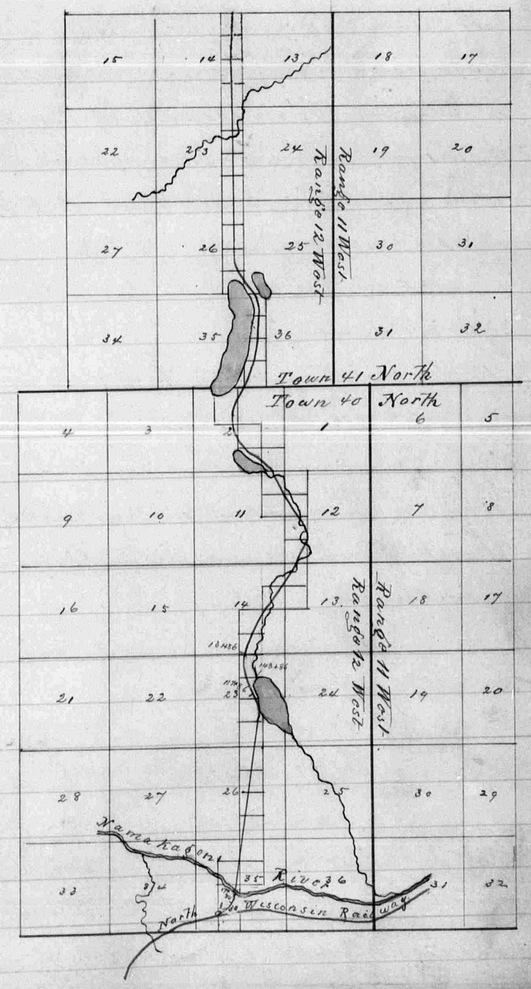
Seal

On Testimony Whereof I have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed.
Done at the City of Madison this 26th day of June A. D. 1882

J M Rusk

By the Governor
Ernst G. Timme
Secretary of State





Map
of
1st 20 mile Section of the
Superior Branch of the Chicago, St. Paul, Minneapolis and Omaha Railway

Commencing at the June. with the "Northern Division" of said Ry, and thence toward the West end of Lake Superior.

State of Minnesota } ss. Charles W. Johnson of the City of St Paul in said
County of Ramsey }
County and State being by me first duly sworn, depose and say, That he is the Chief Engineer of the Chicago, St Paul, Minneapolis and Omaha Railway Company from Station "O" on the South East Quarter of the South West Quarter of Section Thirty Five Town Forty Range Twelve West in the County of Burnette to Station ten hundred and Fifty six in the North East Quarter of the South East Quarter of Section twenty five, town Forty three Range Twelve West in the County of Douglas all in the State of Wisconsin being for a section of twenty continuous miles as shown by the line of of route in connection with the lines of the public surveys on the map: The said section being the first section of twenty continuous miles of railroad constructed by said Chicago, St Paul, Minneapolis & Omaha Railway Company, toward the west end of Lake Superior, from its point of junction with Bayfield branch, and the same being the seventh continuous twenty mile Section of Railroad constructed by said Railway Company and its predecessor the North Wisconsin Railway Company between the St Croix River or Lake and the Westend of Lake Superior and Bayfield: that it, the said twenty continuous mile Section herein before buried has been completed and equipped as required by law, and, that this line of route shows the correct location of said Railroad.

Sworn and subscribed this twentieth day of
June A.D. 1882 before me

Chas W. Johnson.

E. C. Palmer
Notary Public
Ramsey County Minn.

It is hereby certified that Charles W. Johnson is the Chief Engineer of the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and that the location of the Road as represented on this Map is correct and approved by the Company and also that the said portion of the ~~said~~ road has been completed and equipped in all respects, as required by law

H. H. Porter President

Attest C. W. Porter Secretary

Executive Mansion. State of Wisconsin.

I Jeremiah M Rusk, Governor of the State of Wisconsin do hereby certify that this Plat or Map of the Chicago, St. Paul, Minneapolis and Omaha Railway formerly the North Wisconsin Railway has been duly filed in my Office by the said Chicago, St Paul, Minneapolis and

Omaha Railway Company and shows that portion of said Railway beginning at Station "O" on the Southeast Quarter of the South west Quarter of Section Thirty Five Town forty Range twelve West in the County of Burnett, to Station Ten hundred and fifty six in the Northeast Quarter of the South East Quarter of Section Twenty Five Town Forty Three Range Twelve West in the County of Douglas, all in the State of Wisconsin, being the first Section of twenty continuous miles of Railroad constructed by the said Chicago, St Paul, Minneapolis and Omaha Railway company toward the Westend of Lake Superior from its point of junction with the Bayfield Branch and the said section being the seventh twenty continuous mile section constructed by the said Railway Company and its predecessor the North Wisconsin Railway Company between said St Croix River or Lake and the Westend of Lake Superior and Bayfield: The said twenty continuous mile section has been completed and equipped as required by the Acts of Congress Approved June 3d 1856. and May 5th 1864 and the Act of the Legislative Assembly of the State of Wisconsin Approved February 16th 1882 entitled: "an Act to revoke, annul and resume the grants of lands made by Chapter 126, of the Laws of Wisconsin year 1874 to the Chicago and Northern Pacific Air Line Railway Company (now the Chicago, Portage and Superior Railway Company and to repeal Sections 8, 9 and 10 of said Chapter 126 and to confer said Grant of lands upon the Chicago, St Paul, Minneapolis and Omaha Railway Company.

(Explanatory Note. Chapter 126 of the Laws of Wisconsin for the year 1874 conferred upon the North Wisconsin Railway Company that portion of the Grant applicable to the construction of the Railroad from St Croix River or Lake to Bayfield and upon the Chicago and Northern Pacific Air Line Railway Company aftewards the Chicago, Portage and Superior Railway Company. that portion of the grant applicable to the construction of that part of the Railway "lying between the point of intersection of the branches of said grants as fixed by the Surveys and maps on file in the land office at Washington, and the Westend of Lake Superior". The last named company failed to comply with the conditions of the Grant to it and by Chapter 10 of the Laws of Wisconsin for the year A.D. 1882 the Legislature revoked, annulled and resumed the grant make as aforesaid to the Chicago and Northern Pacific Air Line Railway Company and conferred the same upon the Chicago, St Paul, Minneapolis and Omaha Railway Company. The twenty continuous mile section above certified is the first Section constructed by the last named company under said Chapter 10.)

Grand Seal

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin.
Done at Madison this 26th day of June A.D. 1882

By the Governor
Jeremiah M Rusk

Ernst G Timme
Secretary of State

Know all men by these Presents that we the undersigned have associated ourselves together and do hereby associate ourselves together in order to form under the provisions of Section 1820 of Chapter 87 of the Revised Statutes of Wisconsin for the year 1878 a corporation for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons or property and to that end we do hereby make, agree to and publish the following articles of organization.

First:- The name of said corporation shall be the "Ashland Railway Company."

Second:- The Railroad to be constructed, maintained and operated by said Corporation shall commence at a point of junction with the Chicago, St. Paul, Minneapolis and Omaha Railway in Section ten of town 47 range 5 West in the county of Bayfield in said State and shall extend to, into and beyond the village of Ashland in the county of Ashland in said State.

Third:- The length of such railroad will be about ten (10) miles and it is intended to be made and the same will be made through a portion of said County of Bayfield and through a portion of said county of Ashland.

Fourth: The capital Stock of said corporation shall be one hundred thousand dollars which shall consist of one thousand shares of the par of face value of one hundred dollars each and the same shall all be common Stock

Fifth:- The directors who shall manage its affairs for the first year and until others are chosen in their places shall be five in number as follows: C. W. Winter of St Paul Ramsey county, Minnesota William H Shipps of Hudson, St. Croix county, Wisconsin, John C. Spooner of Hudson St Croix county, Wisconsin, C.W. Porter of Hudson St Croix County Wisconsin and D. B. Taylor of Hudson St Croix county, Wisconsin.

In witness whereof we have hereunto subscribed our names and we do each hereby subscribe for and agree to take and pay for the number of shares of the Capital Stock of said Company set opposite to our respective names hereunder.

John C. Spooner
Hudson Wis. 1 share
C.W. Porter
Hudson Wis 1 share
Wm H Shipps
Hudson Wis. 1 share
S L Perrin Hudson Wis 1 share
D B Taylor Hudson Wis 1 share

Recorded June 26. 82.

State of Wisconsin
County of St Croix } ss.

John C Spooner, D. B. Taylor, and Wm H Shipps being severally duly sworn each for himself on his oath says that he is one of the directors named in the foregoing Articles, that the signatures to said Articles are genuine and that it is intended in good faith to construct, maintain and operate the railroad therein mentioned.

Subscribed and sworn to before me
this 24 day of June A.D. 1882
J B Smith
Notary Public
Wis

John C. Spooner
D B. Taylor
Wm H Shipps

Recorded June 26, 82.

This Indenture, Made this first day of June A.D. 1882, by and between the Menominee River Railroad Company, a body corporate, incorporated under and by virtue of the laws of the States of Wisconsin and Michigan, party of the first part, and the Farmers Loan and Trust Company, of New York, party of the second part, Witnesseth:

Whereas the said party of the first part has commenced the construction of certain line of railroad in the States of Wisconsin and Michigan, herein after particularly described, and of which the said party will be the owner when finished.

And whereas, the said party of the first part desires to borrow the sum of six Hundred Thousand Dollars, in lawful money for the purpose of completing, finishing and equipping the said railroad, (which sum is necessary for that purpose), and to issue and dispose of its bonds to that amount, and to mortgage its corporate property and franchises hereinafter particularly described and the income thereof, to secure the payment of such bonds for the purposes aforesaid.

And Whereas, the said party of the first part is thereto expressly authorized by the laws of the said States of Wisconsin and Michigan.

Now, therefore, this Indenture, Witnesseth, that for the purpose of securing the payment of the principal and interest of the bonds of said Railroad Company hereby provided to be issued, amounting in the sum of Six hundred thousand Dollars said bonds to be designated, "The Menominee River Railroad Company Fifth Series First Mortgage Bonds", and to be of the denomination of Fifteen thousand dollars each, all to bear date on the first day of June A.D. 1882, and payable, principal and interest, at the Office or Agency of the Chicago and North Western Railway Company, in the City of New York, and to bear interest at the rate of six per centum per annum, payable semi-annually, on the first days of April and October in each year, which said

bonds are numbered consecutively from twenty three to sixty two, inclusively and are of like tenor and in the following form:

United States of America.
States of Wisconsin & Michigan.
The Menominee River Railroad Company
Fifth Series.
First Mortgage Bond
Bearing Six per cent interest

Know all men by these presents, that the Menominee River Railroad Company is indebted to the Farmers Loan and Trust Company, of New York or to the bearer hereof, in the sum of Fifteen thousand dollars, which the said Railroad Company promises to pay to the said Farmers Loan and Trust Company, or to the bearer hereof, on the first day of October in the year of our Lord one thousand nine hundred and twenty nine, at the Office or Agency of the Chicago and North Western Railway Company, in the City of New York, with interest thereon from the first day of June A.D. 1882 at the rate of six per centum per annum, payable semi annually, on the first days of April and October in each year on the presentation and surrender of the annexed coupons as they severally become due.

This bond is one of an issue, amounting in the aggregate to Six Hundred Thousand Dollars and consisting of Forty Bonds, each for Fifteen Thousand Dollars, numbered from twenty three to sixty two inclusively said issue being at the rate of Fifteen thousand Dollars to the mile of the railroad herein described upon which this issue of bonds is a first lien; said railroad beginning at a junction with the line of railroad of the first party in Section Five, in Township forty one, North, Range thirty two West, and extending thence in a northwesterly direction to a point in Section twenty seven, in Township forty three, North, range Thirty five West, in Marquette County, Michigan, a distance of about twenty and one half miles, and also such branches and extensions of said line herein before described, or other branches which may be hereafter constructed from any point or points on the existing completed lines of the said Menominee River Railroad, such branches and extensions not to exceed nineteen and one half miles — in all forty miles of railroad, — all of which bonds are of like tenor and effect, and are equally secured by a deed of trust executed by the said Menominee River Railroad Company and duly delivered to the said Farmers Loan and Trust Company, conveying all the railroad of the said Menominee River Railroad Company as therein described, and the equipments, appurtenances and franchises thereunto belonging.

This bond shall pass by delivery or by transfer upon the books Kept at the Office or agency of the Chicago and North Western Railway Company in the city of New York, for that purpose, or at any other place where the company may Keep such transfer books. After a registration of ownership certified hereon by the Transfer Agent of the Company, no transfer except upon the books of the Company shall be valid, unless the last transfer be to bearer which shall restore transferability by delivery. But this bond shall continue subject to successive registrations and transfers to bearer as aforesaid, at the option of each holder.

This bond shall not become obligatory, until it shall have been authenticated by a certificate endorsed hereon and duly signed by the Trustee.

In Witness Whereof The said Rail Road Company has caused its corporate Seal to be hereto affixed and the same to be attested by the signatures of its President and Secretary, and has also caused coupons hereto annexed to be signed by its Secretary, on the first day of June A.D. 1882.

President

Secretary.

This is to certify that this bond is one of the bonds secured by the deed of trust bearing date on the first day of June A.D. 1882, above mentioned.

Trustee.

Description of Rail Road

The said party of the first part, in consideration of the premises, hath granted, bargained sold, released, conveyed and confirmed and by these presents doth grant, bargain, sell, release, convey and confirm unto the said party of the second part, and its successors in the trust, for whomsoever may from time to time, be the holders of the said bonds intended to be secured, all and singular the railroad of the party of the first part, beginning at a junction, with the line of railroad of the first party in Section Five, in Townships Forty one, North, Range thirty two West, and extending thence in a northwesterly direction to a point in Section Twenty seven, in Township forty three, North, Range Thirty Five West, in Marquette County, Michigan, a distance of about twenty and one half miles. And also, such branches and extensions of said line herein before described, or other branches which may be hereafter constructed from any point or points on the existing completed lines of the said Menominee River Railroad, such branches and extensions not to exceed nineteen and one half miles, — in all, forty miles of railroad, — including all the railways, ways, rights-of-way, depot grounds and other lands for rights-of-way or for railroad uses, all tracks, bridges, viaducts, culverts, fences and other structures; all depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings; and all machine shops and other shops, whether now held or hereafter acquired, for use in connection with the said hereinbefore described railroad or the business thereof; and including also, all locomotives, tenders, cars and other rolling stock or equipment, and all machinery tools implements, fuel and materials for constructing, operating, repairing or replacing the said railroad, or any part thereof or any of its equipments or appurtenances, whether now held or hereafter acquired, all of which things are hereby declared to be appurtenances and fixtures of the said railroad; and including also, all franchises connected with or relating to the said railroad, or the construction, maintenance or use thereof, now held or hereafter acquired by the party of the first

part including the franchises, to be a corporation; together with all and singular the covenants, hereditaments and appurtenances thereunto belonging, or in any wise thereof appertaining, and the reversions, remainders, tools, income, rents, issues or profits, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part thereof, with the appurtenances; it being expressly understood, however, that all the property and franchises, whether now in existence or hereafter to be acquired, conveyed or intended to be conveyed hereby and as to which this trust is applicable, is that portion of the line of said railroad company as above described, in all forty miles of railroad, and the property and franchises to be used in connection therewith; and this trust shall not in any manner whatever affect any further extensions or branches of said line of railroad or the said railroad company, under its charter, or any property acquired or to be acquired for use in connection with any of such further extensions or branches.

Nature of Trust

To Have and to Hold, the above mentioned and described premises unto the said party of the second part, and to its successors in the trust, to its and their own and only proper use, benefit and behoof, forever; in Trust, nevertheless, to and for the uses and purposes and subject to the powers herein declared, granted, or expressed to wit:

Payment of Principal & Interest secured

Article first. That the party of the first part shall and will pay the principal and interest of said bonds, to the several holders, or owners thereof, when and as the same shall become due and payable, according to the tenor and effect of the said bonds and coupons.

Article Second. Until default shall be made in the payment of the principal or interest, or some part thereof, of the said bonds, or some one of them, or until default shall be made or have occurred in respect to something by these presents required to be observed, performed or kept by the party of the first part, the said party of the first part shall be suffered and permitted to possess and manage, operate and enjoy the railroad, equipments, appurtenances, property and franchises aforesaid, and to take and use the rents, revenues, incomes, profits, tolls and issues thereof in the same manner and with the same effect as if this deed had not been made.

Railroad Company allowed to use until default is made

Article Third. In case default shall be made in the payment of any interest on any of the aforesaid bonds issued or to be issued according to the tenor of the coupons thereto annexed, or the provisions hereof, or in any requirement hereof to be done or kept by the party of the first part; and if such default shall continue for the period of six months, it shall be lawful for the said trustee, or its successor, personally or by its attorneys or agents, to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and to have hold and use the same, operating by its superintendents, managers, receivers or servants, or other attorneys or agents, the said railroad, and conducting the business thereof and exercising the franchises pertaining thereto, and making, from time to time, all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to it to be judicious, and to collect and receive all tolls, freights, incomes, rents, issues and profits to the same, and of every part thereof; and, after deducting the expenses of operating the said railroad and conducting its business, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges, or liens, prior to the lien of these presents, upon the said premises, or any part thereof, as well as just compensation for its own services, and for the services of such attorneys and counsel as may have been by it employed, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become due, ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity hereto, the said trustee, after making such provision as to it may seem advisable for any half-years interest next to fall due, shall restore the possession of the premises hereby conveyed unto the said party of the first part, its successors or assigns; Provided, that, if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry, be construed to exhaust or in any manner impair the powers of entry or sale, or any powers hereby granted to or conferred upon the said trustee.

In case of default Trustee shall take possession

Article Fourth. In case default shall be made as aforesaid, and shall be continued as aforesaid or in case default shall be made in the payment of the principal of any of the said bonds, it shall likewise be lawful for the said trustee, after entry as aforesaid, or without entry to sell and dispose of all and singular the premises hereby conveyed, or intended so to be, or any part thereof, at public auction, in the City of New York or in the City of Chicago, Illinois, or at such place within the State in which the said railroad is situate as the said trustee may designate, and at such time as it may appoint, having first given notice of the place and the time of such sale, by advertisement, published not less than three times a week, for six weeks, in one or more newspapers in each of the cities of New York and Chicago, or to adjourn the said sale from time to time, in its discretion, and if so adjourning, to make the same without further notice at the time and place to which the same may be so adjourned, and to make and deliver to the purchaser or purchasers thereof good and sufficient deeds in the law for the same, in fee simple, which sale, made as aforesaid, shall be a perpetual bar, both in law and equity against the party of the first part and all other persons lawfully

Payment of Coupons in Order of Priority

claiming by, from or under it, and against all persons claiming or to claim the premises sold or any part thereof, by, from or under the party of the first part; and the receipt of the said trustee or other sufficient officer for the purchase money shall be a sufficient discharge therefor to any purchaser, who shall not be obliged to see to the application thereof; and after deducting all costs, charges and expenses incurred by the said trustee, and all moneys advanced by it for taxes, assessments, charges, liens, repairs, replacements, alterations, additions and improvements, and just compensation for its own services, and for the services of such attorneys and counsel as may have been employed by it, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become due, ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity hereto, the said trustee, after making such provision as to it may seem advisable for any half-years interest next to fall due, shall restore the possession of the premises hereby conveyed unto the said party of the first part, its successors or assigns; Provided, that, if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry, be construed to exhaust or in any manner impair the powers of entry or sale, or any powers hereby granted to or conferred upon the said trustee.

Article Fourth. In case default shall be made as aforesaid, and shall be continued as aforesaid or in case default shall be made in the payment of the principal of any of the said bonds, it shall likewise be lawful for the said trustee, after entry as aforesaid, or without entry to sell and dispose of all and singular the premises hereby conveyed, or intended so to be, or any part thereof, at public auction, in the City of New York or in the City of Chicago, Illinois, or at such place within the State in which the said railroad is situate as the said trustee may designate, and at such time as it may appoint, having first given notice of the place and the time of such sale, by advertisement, published not less than three times a week, for six weeks, in one or more newspapers in each of the cities of New York and Chicago, or to adjourn the said sale from time to time, in its discretion, and if so adjourning, to make the same without further notice at the time and place to which the same may be so adjourned, and to make and deliver to the purchaser or purchasers thereof good and sufficient deeds in the law for the same, in fee simple, which sale, made as aforesaid, shall be a perpetual bar, both in law and equity against the party of the first part and all other persons lawfully

Expenses & deductions from proceeds. Balance applied to payment of principal and interest.

claiming or to claim, the said premises, or any part thereof by, from, through or under the said party of the first part; and after deducting from the proceeds of said sale, just allowances for all expenses of the said sale, including attorneys and counsels fees, and other expenses, advances or liabilities which may have been made or incurred by the said trustee in operating and maintaining the said railroad, or in managing its business, while in possession, and in arranging for and completing the sale thereof, and all payments which may have been made by it for taxes or assessments, and for charges and liens prior to the lien of these presents, on the said premises, or any part thereof as well as compensation for its services, to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal, and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if, after the Satisfaction thereof a surplus of the said proceeds shall remain, to pay over the said surplus to the said Railroad Company, or to render the same as any Court of competent Jurisdiction shall order.

Trustee receipts sufficient discharge.

And it is hereby declared that the receipt or receipts of the said trustee shall be a sufficient discharge to the purchaser or purchasers of the premises for his or their purchase money, and that such purchaser or purchasers, or his or their heirs, executors or administrators, shall not, after payment thereof, and having such receipt be liable to see to its being applied upon or for the trusts and purposes of these presents, or in any manner howsoever, be answerable for any loss, misapplication or non-application of such purchase money, or any part thereof, or be obliged to inquire into the necessity, expediency or authority of or for any such sale.

Trustee may purchase for bondholders.

Article Fifth: At any sale of the aforesaid property or any part thereof, whether made by virtue of the power herein granted, or by judicial authority, the trustee may, in its discretion, bid for and purchase, or cause to be bidden for and purchased, the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, if but a portion of the said property shall be sold; or if all of it be sold at a price not exceeding the whole amount of such bonds, then outstanding, with the interest accrued thereon.

Default in payment of coupons or principal for six months.

Article Sixth. In case default shall be made in the payment of any half-years interest on any of the aforesaid bonds, at the time and in the manner in the coupons issued therewith provided, the said coupon having been presented and the payment of the interest therein specified having been demanded, and if such default shall continue for the period of six months after the said coupon shall have become due and payable, then and thereupon the principal of all the bonds secured hereby shall, at the election of the trustee, become immediately due and payable, anything contained in the said bond or herein to the contrary notwithstanding; but majority in interest of the holders of the said bonds may, by an instrument in writing signed by said majority, before the interest in arrear shall be paid, instruct the trustee to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority shall deem proper, or may annul or reverse the election of the trustee; Provided, that no action of the trustee or bondholders shall extend to, or be taken to affect any subsequent default, or to impair the rights resulting thereupon.

Article Seventh: - The trustee shall have full power, in its discretion, upon the written request of the party of the first part, to convey, by way of release or otherwise, to the persons designated by the said railroad company, any lands acquired or held for the purposes of stations, depots shops or other buildings; and shall have power to convey as aforesaid, on like request, any lands or property which, in the judgment of the trustee, shall not be necessary for use in connection with the said railroad, or which may have been held for a supply of fuel, gravel or other material; and also to convey as aforesaid, on like request, any lands not occupied by the track, which may become disused by reason of a change of the location of any station house, depot, shop or other building connected with the said railroad, and such lands occupied by the track and adjacent to such station house, depot or other building, as the said railroad company may deem it expedient to disuse or abandon by reason of such change; and to consent to any such change and to such other changes in the location of the track, or depot, or other buildings, as in its judgment shall have become expedient; and to make and to deliver the conveyance necessary to carry the same into effect; but any lands which may be acquired for permanent use in substitution for any so released, shall be conveyed to the trustee upon the trusts of these presents; and the trustee shall also have full power to allow the said railroad company, from time to time, to dispose of, according to its discretion, such portions of the equipments, machinery and implements at any time held or acquired for the use of the said railroad, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the trustee, or be otherwise made subject to the operation of these presents.

Article Eighth: If the party of the first part shall well and truly pay the sums of money herein required to be paid, and all interest thereon, at the times and in the manner herein specified, and shall well and truly keep and perform all the things herein required of it to be kept or performed, according to the true intent and meaning of these presents, then and in that case the estate, right, title and interest of the said party of the second part,

and of its successors in the trust hereby created, shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue.

When Trustee shall exercise powers of entry

Article Ninth. It is hereby declared and agreed that it shall be the duty of the trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to take appropriate proceedings in equity or at law to enforce the rights of the bondholders under these presents, upon the requisition in writing, as hereinafter specified:

If default be as to interest of principal

1. If the default be as to the interest or principal of any bonds, such requisition upon the said trustee shall be by holders of not less than One hundred thousand Dollars in aggregate amount of the said bonds, and upon such requisition, and a proper indemnification by the persons making the same to the trustee against the cost and expenses to be by said trustee incurred, it shall be the duty of the trustee to enforce the rights of the bondholders under these presents by entry, sale, or legal proceedings, as it, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of the said bonds.

If default be in omission of any act or thing required

2. If the default be in the omission of any act or thing required by the covenants herein after contained, for the further assuring of the title of the trustee to any property at franchises now possessed or hereafter acquired, or in the omission to comply with any other provision herein contained to be performed or kept by the said railroad company, then, and in either of such cases, the requisition shall be as aforesaid; but it shall be within the discretion of the trustee to enforce or waive the rights of the bondholders by reason of such default subject to the power hereby declared of a majority in interest of the holders of the said bonds by requisition in writing signed by such majority, to instruct the said trustee to waive such default, or upon adequate indemnity as aforesaid to enforce their rights by reason thereof; Provided, that no action of the said trustee or bondholders, or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting thereupon.

Meaning of Trustee

Article Tenth. It is mutually agreed by and between the parties hereto, that the word "trustee" as used in these presents, shall be construed to mean the trustee for time being, whether original or new. And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents, that the said trustee shall be entitled to just compensation for all services which it may hereafter render in its trust, to be paid by the said railroad company, or out of the income of the property, and for that purpose may, at any time, apply to the courts, without notice to any person but the said party of the first part; that said trustee, or any successor, may resign and discharge itself of the trust created by these presents, by notice in writing to the said railroad company three months before such resignation shall take effect, or such shorter time as the said railroad company may accept as adequate notice, and upon the due execution of the conveyances hereinafter required, that the said trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by an instrument in writing signed by such majority; that, in case at any time hereafter the said trustee, or any trustee hereafter appointed, shall resign, or be removed, as herein provided or by a court of competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to such trustee shall be appointed by the Chicago and North Western Railway Company, by an instrument in writing signed by the President, and attested by the Secretary of the said Company, under the corporate seal thereof, the said officers having first been duly authorized by resolution of the Board of Directors thereof; and the trustee so appointed shall thereupon become vested with all the powers, authorities and estates granted to or conferred upon the party of the second part by these presents, and all rights and interests requisite to enable it to execute the purposes of this trust without any further assurance or conveyance, so far as such effect may be lawful; and upon the resignation or removal of any trustee, or any appointment in its place in pursuance of these presents, all its power and authorities by virtue hereof shall cease, and all the estate, right, title and interest in the said premises, of any trustee so resigning, or being removed, shall wholly cease and determine; but the said trustee so resigning or being removed shall, on the written request of the new trustee who may be appointed, immediately execute a deed or deeds of conveyance, to vest in such new trustee upon the trusts herein expressed, all the property, rights and franchises which may be at that time held upon the said trusts; Provided, nevertheless, and it is hereby agreed and declared, that, in case it shall at any time hereafter prove impracticable after reasonable exertions, to appoint in the manner hereinbefore provided a successor to such Trustee, application, in behalf of all the holders of the bonds secured hereby, may be made by holders of the said bonds to the aggregate amount of fifty thousand Dollars, to any Circuit Court of the United States for any judicial district in which the aforesaid railroad may be situate, for the appointment of a new trustee.

Compensation of Trustee

Powers of Trustee devolve upon its successors

Trustee may resign

Compensation to be paid Trustee

Default be in omission of any act or thing required

If default be in interest or principal

And the said party of the first part, for itself and its successors, in consideration of the premises, and of one dollar to it duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, hereby further covenants and agrees to and with the said party of the second part, its successors and assigns, that the said party of the first part, and its successors, shall and will from time to time, and at all times hereafter, and as often as thereunto requested by the trustee, execute, acknowledge and deliver all such further deeds conveyances and assurances in the law, for the better assuring unto the said trustee the said described railroad, equipments and appurtenances, herein before mentioned, or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same or any part thereof, and all

Trustee accountability

franchises pertaining thereto, now held or hereafter acquired, as by the said trustee, or by its counsel learned in the law, shall be reasonably advised, divised or required.

Article Eleventh. It is further mutually agreed by and between the parties hereto, that the said party of the second part, and its successors in the trust, shall be accountable for reasonable diligence in the management thereof, but shall not be responsible for the acts or default of any Agent employed by it in good faith.

In Testimony whereof The said party of the first part has caused its corporate seal to be affixed to these presents, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part has caused its corporate seal to be affixed to these presents, and the same to be attested by the signatures of its President and Secretary, to testify its acceptance of the said trust the day and year first above written.

The Menominee River Railroad Company

Seal By Albert Keep President

Attest

J B Redfield Secretary

The Farmers Loan & Trust Co.

Seal R. G. Rolston President

Attest

Wm H Leupp Secretary

Signed, Sealed and Delivered in presence of
as to the Menominee River R. R. Co.
Chas L. Lowe
Chas G. Kingswill
as to The Farmers Loan and Trust Co
Charles Edgar Mills
Chas L. Beaman

State of Illinois }
County of Cook } ss.

Be it remembered that on this twenty fourth day of June in the year one thousand eight hundred and eighty two before me the subscriber a Commissioner in and for the State of Illinois appointed by the Governor of the State of Michigan to take the acknowledgment and proof of Deeds and instruments of writing under Seal, to be used and recorded in the said State of Michigan and to administer oaths and affirmations, appeared Albert Keep to me Known to be the President of the Menominee Rivir Railroad Company and Joseph

B. Redfield to me Known to be the Secretary of said Railroad Company, and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said company and caused the corporate Seal of said company to be affixed thereto pursuant to authority given by the Board of Directors of said Company for the uses and purposes therein mentioned and I further certify that I Know the Seal affixed to said instrument to be the corporate seal of said Company

Seal

Frank F. Crandon
Commissioner for the State of Illinois appointed by the Governor of the State of Michigan to administer oaths &c.

State of Illinois.
County of Cook } ss.

Be it remembered that on this twenty fourth day of June in the year one thousand eight hundred and eighty two, before me the subscriber a Commissioner in and for the said State of Illinois appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of deeds and instruments of Writing under Seal, to be used and recorded in the said State of Wisconsin, and to administer oaths and affirmations appeared Albert Keep to me Known to be the President of the Menominee River Railroad Company and Joseph B. Redfield to me Known to be the Secretary of said Railroad Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate Seal of said company to be affixed thereto pursuant to authority given by the Board of Directors of said Company for the uses and purposes therein mentioned and I further certify that I Know the Seal affixed to said instrument to be the corporate Seal of said Company.

Frank F. Crandon
Commissioner for the State of Illinois appointed by the Governor of the State of Wisconsin to administer oaths &c

State of New York
City & County of New York } ss

On this fourth day of July A.D. 1882 before me Charles Edgar Mills a Commissioner of the State of Michigan, in and for the State of New York, residing in said city of New York, personally appeared Roswell G Rolston President, and Wm H Leupp Secretary known to me, and Known to me to be the president and Secretary of the Farmers Loan and Trust Company, a corporation who executed the foregoing instrument, and acknowledged the same to be the free act and deed of said Company

Seal

In witness whereof I have hereunto set my hand and affixed my official seal this 1st day of July A.D. 1882

Chas Edgar Mills
Commissioner for Michigan in New York
117 Broadway N.Y. city

State of New York
City and county of New York } ss.

Personally came before me this 1st day of July A.D. 1882 the above named Roswell G Rolston President of the Farmers Loan and Trust Company and Wm H. Leupp Secretary of said Company to me known to be the persons who executed the foregoing instrument for and in behalf of said company and acknowledged the same

And the said Roswell G Rolston and Wm H. Leupp as such president and Secretary above mentioned further acknowledged to me that they has executed the said instrument to be their free and voluntary act and deed of said Company for the uses and purposes therein expressed.

In Witness Whereof I have hereunto set my hand and affixed my official seal the 1st day of July A.D. 1882

Seal

Charles Edgar Mills
Commissioner of Wisconsin in New York. 117. Broadway N.Y. City

Recorded 7th day of July 1882.

N.B. This should be on page 11 red mark there.

First. Upon the condition and trust that the party of the second part shall invest the said money in the purchase of said bonds, provided such purchases can be made at not more than ten per centum above the par value and accrued interest of said bonds.

Second. Upon the further trust and condition that in case said bonds can not be purchased at not exceeding ten per centum above the par value thereof and accrued interest as aforesaid, then the said money shall, from time to time, be temporarily invested in bonds of the United States, or in such other safe securities as may be agreed upon between the party of the first part and the party of the second part, and such bonds and securities, with the interest accruing thereon, shall be held by the party of the second part for the benefit of the said sinking fund until the same can be applied to the purchase of the bonds hereby secured as aforesaid; but it is understood and agreed that the bonds hereby secured may be purchased at a higher rate than ten per centum above par and accrued interest, if the party of the first part and the party of the second part shall concur in making such purchase.

Third: Upon the further trust and condition that whenever the said party of the second part shall receive any of the bonds hereby secured, to be paid by purchase as aforesaid, it shall immediately cancel the same with the unpaid interest coupons annexed thereto.

It is hereby further covenanted, declared and agreed by and between the parties hereto, and the party of the first part for itself, its successors and assigns doth hereby covenant and agree with the respective persons and corporations, firms and partnerships who shall hold the bonds or interest coupons aforesaid, or any or either of them, that the trusts, uses, purposes, conditions and covenants for and upon which the rights, franchises and property, real and personal, hereinbefore described, are conveyed to and are to be held and disposed of by the party hereto of the second part, are as follows, that is to say:

St Paul Minn.
June 19th 1882.

Hon. H. M. Teller
Secretary of Interior
Washington. D.C.

I have the honor to state that the Chicago, St. Paul, Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its railway between the St Croix River or Lake and the West end of Lake Superior; the said twenty miles begins at Station "O" in the South east quarter of the north west quarter of section eighteen town forty three range seven west (being station numbered two thousand one hundred and twelve at the end of the sixth twenty mile section of said railway certified by Wm E. Smith Governor, on the 3d day of June A.D. 1881) and ends at station ten hundred and fifty six on the south east quarter of the south east quarter of Section fourteen town forty five range six west; all in the county of Bayfield. The said twenty miles have been completed and equipped in all respects in the manner required by the acts of Congress granting lands to the State of Wisconsin to aid in the construction of certain railroads in said State, approved respectively June 3d 1856 and May 5th 1864.

H. H. Porter
President.

State of Minnesota
District of Minnesota } ss.

H. H. Porter being by me first duly sworn on his oath says that he is President of the Chicago, St Paul, Minneapolis and Omaha Railway Company and as such President signed the foregoing statement, and that such statement is true of his own knowledge.

H. H. Porter

Subscribed and sworn to before me this 19th day of June A.D. 1882
R R Nelson
U. S. Judge
Minnesota

Executive Mansion
State of Wisconsin }

I, Jeremiah M. Rusk, Governor, of the State of Wisconsin, do hereby certify that the Chicago, St Paul, Minneapolis and Omaha Railway Company has completed and additional section of twenty continuous miles of its Railway as described in the foregoing statement and that the same has been completed

and equipped in the manner required by the Acts of Congress granting lands to the State of Wisconsin to aid in the construction of certain railroads in said State, approved respectively June 3d 1856. and May 5th 1864.

In Testimony Whereof I have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed. Done at the City of Madison this 20th day of July A.D. 1882

Great Seal

By the Governor

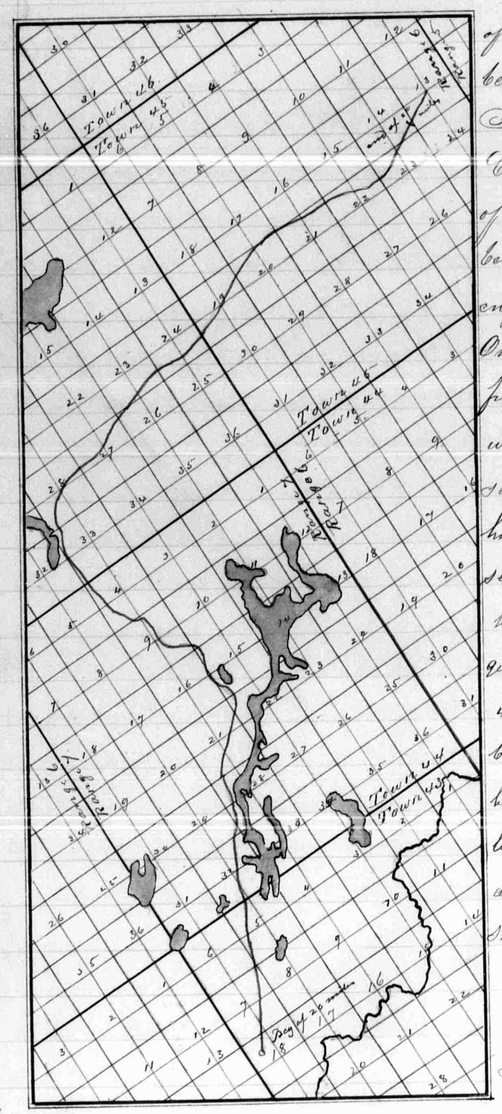
J M Rusk

Ernst G Timme

Secretary of State

Recorded 20th July 1882.

Map of the 8th 20 mile Section of the Chicago, St Paul, Minneapolis and Omaha Railway between Lake St Croix and Bayfield Wisconsin.



State of Minnesota
County of Ramsey } ss. Charles W. Johnson of the City of St Paul, in said County and State being duly sworn deposes and says, that he is the Chief engineer of the Chicago, St Paul, Minneapolis and Omaha Railway Company, and its said Railroad from Station "O" in the southeast quarter of the northwest quarter of section eighteen, town forty three, range seven west being Station number two thousand and twelve, at the end of the sixth twenty consecutive miles section, heretofore completed and certified to Station ten hundred and fifty six on the south east quarter of the south east quarter of section fourteen town 45 range six west, all in the County of Bayfield; being for a section of twenty consecutive miles as shown by the line of route in connection with the lines of the public surveys on this map; that it has been completed and equipped as required by law and that this line of route shows the correct location of the line of said railroad.

Charles W. Johnson
Chief Engineer.

Sworn and subscribed to this fifth day of July A.D. 1882 before me.

George A Hamilton Notary public

It is hereby certified that Charles W. Johnson is the Chief Engineer of the Chicago St Paul Minneapolis and Omaha Railway Company and that the location of the road as represented on this map is correct and approved by the Company and that the said portion of said road has been completed and equipped as required by law.

Seal

H. H. Porter
President.

attest C.W. Porter Secretary

Executive Mansion
State of Wisconsin } ss. I, Jeremiah M. Rusk, Governor of the State of Wisconsin, do hereby certify, that the plat or map of the Chicago, St Paul, Minneapolis and Omaha Railway has been duly filed in my Office by the said Chicago St Paul, Minneapolis and Omaha Railway Company and shows that portion of said railway, commencing at Station "O" in the south east quarter of the north west quarter of section eighteen, town forty three, range seven west (being station number two thousand one hundred and twelve at the end of the sixth twenty mile section of said railway certified by William E. Smith, Governor on the third day of June A.D. 1881) and ending at station ten hundred and fifty six in the south east quarter of the south east quarter of section fourteen town forty four, range six west, all in the county of Bayfield; said section being the eighth section of twenty continuous miles completed by the said Chicago, St Paul, Minneapolis and Omaha Railway Company and its predecessor the North Wisconsin Railway Company, between the St Croix River at Lake and the West end of Lake Superior and Bayfield (the seventh said section having been certified to me on the 26th day of June A.D. 1882. The same beginning at a point of junction with the Bayfield branch and extending towards the west end of Lake Superior), the said eighth twenty continuous mile section above mentioned has been completed and equipped as required by the Acts of Congress, approved June 3d 1856. and May 5th 1864 and the act of the legislative assembly of the State of Wisconsin approved March 4th A.D. 1874 entitled "An Act to confer certain lands upon the North Wisconsin Railway Company and the Chicago and Northern pacific Air line Railway Company and to execute the trusts assumed by the State of Wisconsin by the acceptance of the grants of land made by Congress by acts approved June 3d 1856 and May 5th 1864.

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin. Done at Madison on this 20th day of July A.D. 1882.

Great Seal

J M Rusk

By the Governor
Ernst G. Timme
Secretary of State

Recorded 22d July 1882.

Articles of Incorporation

of the Ashland, Montreal River and Ontonagon Railway Co.

Know all men by these presents that we Samuel S Vaughn Samuel S Fifield, Thos Bardon, Nathaniel S Moore and William M Jenkins resident citizens of the State of Wisconsin, whose names are hereunto subscribed do hereby associate ourselves together and by these articles form a Corporation for the purpose of constructing, maintaining, and operating a rail road for public use in the conveyance of persons and property, and do hereby declare,

1 The name of said corporation is the Ashland Montreal River and Ontonagon Railway Company

2 That such railroad is to be constructed from Ashland Wis to the Montreal River, in section twenty four (24) Township forty six (46) North, of Range two (2) East.

3 That the length of ~~said road~~ such railroad is forty (40) miles, and is to be made through Ashland and Sawyer Counties in this State.

4 That the amount of the Capital stock of said corporation is one million dollars, consisting of ten thousand shares.

5 That the directors of said Corporation are Samuel S Vaughn Samuel S Fifield, Thos Bardon Nathaniel S Moore and William M Jenkins, and all reside at Ashland, in the County of Ashland and State of Wisconsin, and that said directors shall manage the affairs for the first year, and until others are chosen in their places.

In Testimony whereof we have hereunto set our hands and seals, together with the number of shares of stock which each agrees to take in said corporation set opposite our names respectively, this 24 day of July A D 1882.

In presence of
W. W. Paddock
F W French

Saml S Vaughn (Seal) Ashland Wis. 2000. Shares
Saml S Fifield (Seal) " " 2000. "
Thomas Bardon (Seal)
Ashland Wis 2000. Shares
Nathaniel S Moore (Seal)
Ashland Wis. 2000. Shares
Wm M Jenkins (Seal)
Ashland Wis 2000. Shares

over

State of Wisconsin } ss
Ashland County }

Personally came before me this 24th day of July A D 1882. the above named Samuel S Vaughn, Samuel S Fifield, Thomas Bardon Nathaniel S Moore and William M Jenkins. To me known to be the persons who executed the foregoing Articles of Organization and acknowledged the same

Chas Fisher
Justice of the Peace

State of Wisconsin } ss
Ashland County }

Samuel S Vaughn, Samuel S Fifield and Thomas Bardon, three of the Directors herein named being duly sworn each for himself deposes and says, that the signatures to the foregoing Articles of Organization are genuine and that it is intended in good faith to construct maintain and operate the railroad therein mentioned

Samuel S Vaughn
Samuel S Fifield
Thomas Bardon

Sworn to and subscribed before me this 24 day of July A D 1882.

Chas Fisher
Justice of the Peace

Recorded
Aug 3. 82.

Markesan & Brandon Railway Company.

Articles of Association.

Whereas the undersigned desire to form a corporation under and by virtue of the laws of the State of Wisconsin, we do hereby make, adopt and sign these Articles of Association.

Article I. We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation under Chapter 87 of the revised statutes of the State of Wisconsin, the name of which corporation shall be the "Markesan & Brandon Railway Company", and its principal office shall be located in the City of Milwaukee in the State of Wisconsin.

Article II. Said railway shall extend from Brandon in the county of Fond du Lac to Markesan in the county of Green Lake, all in the State of Wisconsin.

Article III. The length of said proposed road will be about twelve miles, and located in the counties of Fond du Lac and Green Lake.

Article IV. The capital stock of the corporation shall be one hundred thousand dollars divided into one thousand shares of one hundred dollars each.

Article V. There shall be nine directors of the corporation, to be elected annually by the stockholders, and the general officers shall consist of a President, Secretary and Treasurer, who shall be elected by the directors; and the first directors of the company, who shall manage the affairs of the company for the first year and until others are chosen in their places, shall be as follows:

James Densmore of Markesan; Samuel Baxter of Markesan; Sanford D. Goodell of Markesan; George W. Dart of Markesan; Wm. Paddock of Markesan; S. W. Mather of Manchester; C. N. Holbrook of Manchester; S. W. Smith of Green Lake, and L. B. Phelps of Green Lake; all in the State of Wisconsin.

Article VI. The President shall have the general management and control of the business of the corporation, shall preside at the meetings of the company and perform the duties usually performed by Presidents. The Secretary shall keep the records of the company and the minutes of the proceedings of the directors.

The Treasurer shall receive and keep all the funds of the company and dispose of them under the direction of the Board of Directors.

Article VII. Every stockholder shall be a member of the company and shall be entitled to one vote at all meetings of the stockholders for every share of stock standing in his own name on the books of the company.

Article VIII. The President shall have power to call meetings of

the directors at such times and places as he may direct.

Dated July 31st, A. D. 1882.

James Densmoor
S. Baxter
G. W. Dart
S. D. Goodell
William Paddock
S. W. Smith
C. N. Holbrook
S. W. Mather
L. B. Phelps.

State of Wisconsin } ss.
Green Lake County }

James Densmoor, Samuel Baxter, Sanford D. Goodell, George W. Dart and William Paddock of Markesan, and Samuel W. Mather and C. N. Holbrook of Manchester, and Luther B. Phelps and Samuel W. Smith of Green Lake, all of the county of Green Lake, being severally duly sworn depose and say that they are the nine persons named in the foregoing Articles as directors; that the signatures thereto are genuine, and that it is intended in good faith to construct a railway as therein mentioned.

And further say not.

Subscribed and sworn to before me this 7th day of August A. D. 1882.

Thomas Atkinson Jr.
Notary Public
Green Lake Co.
Wis.

Thomas Atkinson Jr. Notary Public Green Lake County Wis.

James Densmoor
S. Baxter
S. D. Goodell
G. W. Dart
William Paddock
C. N. Holbrook
S. W. Mather
L. B. Phelps.

We the undersigned subscribers, subscribe to the stock of the aforesaid Markesan and Brandon railway company, the number of shares set opposite our names, as follows:

James Densmoor,	Markesan	Three Shares
S. Baxter	"	Two Shares
S. D. Goodell	"	Two Shares
G. W. Dart	"	Two Shares
William Paddock	"	Two Shares
C. N. Holbrook	Manchester	One Share
S. W. Mather	do	One Share

L. B. Phelps, Green Lake — One Share
S. W. Smith " " — One Share.

State of Wisconsin } ss.
County of Green Lake }

Be it remembered, That on the seventh (7) day of August 1882 personally came before me the above named James Densmoor, S. Barter, S. D. Goodell, G. W. Bart, Wm Paddock S. W. Smith, C. K. Holbrook, S. W. Mather, and L. B. Phelps, to me known to be the persons who signed the above articles of association, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Thos Atkinson Jr.
Notary Public
Green Lake County, Wis.

Thomas Atkinson Jr. Notary Public Green Lake County Wis.

Recorded August 9th 1882
E. J.

Mortgage Deed made the fifteenth day of August in the year of our Lord one thousand eight hundred and eighty two, between the Green Bay, Stevens Point and Northern Railroad Company, a Corporation duly organized under the Laws of Wisconsin, parties of the first part and the Farmers Loan and Trust Company of the City of New York parties of the second part

Whereas the said parties of the first part for the purpose of raising money as authorized by the Laws of Wisconsin relating to Railroads, to build complete, and equip their Railroad, have made and executed under their corporate seal their certain Seventy bonds, all bearing even date herewith, payable to the said Farmers Loan and Trust Company, all of which, numbered from number one to number Seventy, inclusive, are for one thousand dollars each, the principal of which bonds in the aggregate amounting to the sum of Seventy thousand dollars, is payable in United States Gold Coin, at par, at the National City Bank, or at the Agency of said Railroad Company, in the City of New York, on the first day of July in the year of our Lord one thousand nine hundred and thirty two with interest thereon, in Gold coin, as aforesaid, at the rate of seven per centum per annum, from the first day of July A.D. 1882, payable at the National City Bank, aforesaid, or at the Agency of said Railroad Company in the City of New York, semi-annually, on the first days of January and July in each year, upon the presentation and surrender, as they fall due, of the coupons or interest warrants attached to said bonds, until the principal sum secured thereby be paid, and

Whereas the said parties of the first part intend to issue the said bonds for the purpose of paying in part for the construction of their

Railroad
"from its connection with the Green Bay, Winona and St Paul Railroad at the town of Plover in the County of Portage, in the State of Wisconsin, to and through the town of Stevens Point in said County, a distance of seven Miles, or thereabouts, and with a view to enable them to negotiate said bonds, and to secure the repayment of the moneys which shall be raised thereby, the said parties of the first part have determined in pursuance of the authority conferred by the said laws, to mortgage their said Railroad, lands for track, depots, privileges franchises, and appurtenances.

Now therefore this Indenture Witnesseth that the said parties of the first part, for and in consideration of the premises, and for the better securing to the persons who shall become holders of the said bonds their due and proper payment according to the tenor thereof and in consideration of one dollar by the said parties of the second part in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. Have granted, bargained, sold, conveyed, assigned, transferred and set over, and by these presents, Do grant, bargain, sell, convey, assign, transfer and set over unto the said Farmers' Loan and Trust Company, its successors and assigns forever, The Railroad of the said parties of the first part as now constructed and to be constructed from its connection with the Green Bay, Winona and St Paul Rail Road at the town of Plover, in the County of Portage in the State of Wisconsin to and through the town of Stevens Point in said County.

Together with all and singular the Rail Road, Railways, Rails, Turn outs and side tracks, Bridges, Fences, Fixtures, Buildings, Lands for tracks, Depots, Tenements, Appendages, and appurtenances, owned or hereafter to be acquired by the said parties of the first part, Also all Railway Depots or Stations with the buildings and fixtures thereon, erected or to be erected, together with the Shops, rolling stock and other corporate property incident, or appurtenant to its operation,

And all the chartered rights, franchises and privileges of said parties of the first part, And all the estate, right, title and interest, property, claim and demand, as well at law as in equity, of the said party of the first part to the same and to every part and parcel thereof

To have and to hold all and singular the said premises to the said parties of the second part and to their successors and assigns forever.

In trust for the person or persons, bodies politic or corporate, who shall become holders of said Bonds about to be issued by said parties of the first part, or any of them, equally, pro rata to the amount of said bonds so held by them, and without preference or priority of one over the other, subject to the terms and stipulations of said

The Farmers Loan and Trust Company hereby accepts the foregoing Trust Mortgage

The Farmers Loan and Trust Company
by
R. J. Ralston
Presdt

Seal

Attest
Wm H. Leupp. Secty

Recorded Aug. 29th 1882.

Lease

The Greenbay, Stevens Point and Northern Railroad
To
The Greenbay, Winona, and St Paul Railroad Company

This Indenture made on the fifteenth day of August in the year of our Lord one thousand eight hundred and eighty two between the Green Bay, Stevens Point and Northern Railroad Company, a Company duly organized under the laws of Wisconsin, of the First part, and the Green Bay, Winona and Saint Paul Railroad Company a Company duly organized under the Laws of Wisconsin, of the second part, Witnesseth that

Whereas the said Green Bay, Stevens Point and Northern Railroad Company have constructed their Railroad from its connection with the Green Bay, Winona and St Paul Railroad, at the town of Plover in the County of Portage and State of Wisconsin to and through the town of Stevens Point in said County, a distance, sidings and turn-outs included, of seven Miles or thereabouts, and

Whereas the said Green Bay, Stevens Point and Northern Railroad Company, have issued their certain Seventy Coupon Bonds of one thousand dollars each, numbered from one to seventy, inclusive, bearing interest at the rate of Seven per centum per annum, payable half yearly on the first days of January and July of each year at the National City Bank, or at the Agency of said Company in the City of New York, the principal sum of seventy thousand dollars being due and payable on the first day of July A. D. 1932. fifty years from the first of July 1882, both principal and interest being payable in United States Gold coin at par and the payment of which is secured by a Mortgage bearing even date with the said bonds and made by the said Green Bay Stevens Point and Northern Railroad Company to the Farmers Loan and Trust Company of New York as trustee for the holders of the said bonds, on the said Rail Road constructed, and to be constructed as above described, together with all its property of every kind and nature, the purport whereof will the more fully appear on reference thereto.

Article 1st Now therefore in consideration of the rents, covenants and agreements hereinafter mentioned the said party of the first part hereby agree to lease unto the said party of the second part in perpetuity, or during the existence of their Charter and any and all renewals thereof, the said Green Bay, Stevens Point and Northern Railroad, as above described, including the Railways, tracks, depots, depot grounds, lands for right of way, switches, side tracks, turn tables, water tanks, bridges and all other property real or personal belonging thereto, with full power to build maintain and operate the said Rail Road as fully as the said party of the first part can or may do. To have and to hold the same unto the said party of the second part and to their successors and assigns in perpetuity as aforesaid,

Article 2d. The said party of the second part agree on their part, in consideration of the above and as rental for the said Road and for value received, to assume and pay the coupons on the said Bonds of Seventy thousand dollars principal, at the rate of seven per centum per annum as the same shall fall due on the first days of January and July of each year until the said principal sum falls due on the first of July 1932, when they will pay the said principal, with the final interest, in full, or, with the proper aid of the said party first part who covenant to give that aid, convert the same into new bonds secured by a new first Mortgage at their own cost without any claim or demand whatsoever on the said party of the first part it being understood, that both interest and principal of said bonds are payable at the National City Bank or at the Agency of the Company in the City of New York in United States Gold Coin at par.

4 Second part to covenant to give that aid.

And whereas the said party of the first part in addition to the mortgage and bonds above mentioned amounting to Seventy thousand dollars have outstanding Capital Stock to the amount of Thirty Five thousand dollars and

Whereas the said party of the second part have issued first Mortgage bonds to the amount of One Million six hundred thousand dollars bearing interest at the rate of six per centum per annum payable half yearly on the first days of February and August of each year and in addition thereto Second Mortgage Bonds to the amount of Three Millions seven hundred and eighty one thousand dollars, or thereabouts, which draw no interest until a surplus remain from the earnings of the Road after paying the interest on the said one million six hundred thousand dollars of first Mortgage bonds when said surplus earnings is to be paid pro rata on the said second mortgage bonds.

Article 3d Now therefore in consideration of the Value received

in the said lease and from possession and enjoyment of the advantages to be derived from the possession and operation of the Road of the said party of the first part the said party of the second part hereby further agree that the said thirty five thousand dollars of stock issued by the party of the first part shall share equally with and receive the same pro-rata amount of the said surplus earnings as is paid on the said second mortgage bonds of Three Millions seven hundred and eighty one thousand (or thereabout) dollars, and at the same time, the said pro rata to be paid to the stockholders of record of the said party of the first part at the same time or times and at the same place in New York City as that at which the coupons on the said Seventy thousand dollars of Bonds are payable.

Article 4. The party of the second part further agree during the continuance of this lease to keep and maintain the Railroad and property hereby leased in as good order and repair as it now is at their own cost and expense and to pay all taxes and in every way to conform to the laws of the State of Wisconsin in relation to Railroads. And that no claim or charge ** ****ge whatever for cost, debt or damage or any other thing whatever shall under any colour or pretence be made upon the said party of the first part in connection with the said Railroad as to all intents and purposes the said Road is to be considered the property of the said party of the second part so far as the same legally may be.

Article 5th The said party of the second part further agree that the President, Directors and Officers of the party of the first part shall at all times pass free on the trains on the road of the party of the second part and branches or leased lines.

Article 6th It is also agreed by the party of the second part as a further consideration of this lease and in order to give additional market value to the Bonds of the said party of the first part that they will sign their guarantee on each of said bonds to the said amount of seventy thousand dollars guaranteeing the semi-annual payment of the coupons as the same fall due and the payment or conversion of the said principal sum in full when due as aforesaid.

In witness whereof the parties to this Indenture have caused the same to be signed in duplicate by their respective Presidents and Secretaries and the seals of the respective parties to be hereto affixed the date above named.

The Green Bay Stevens Point and Northern
Railroad Company
By John I. Blair President
Green Bay Winona and St. Paul RR.
by Sam Sloan Pr.

Seal

Attest
W.J. Abrams

Witness Walter Chained Chicago
Theo G. Case Green Bay.

Attest
Theo Sturges Secretary.

State of Wisconsin
Brown County } ss. Be it remembered that on the fifteenth day of August A.D. 1882. personally came before me the above named John I Blair and W.J. Abrams to me personally known to be the persons who executed the above Deed, and to me personally known to be the President and Secretary of the said Green Bay, Stevens Point, and Northern Railroad Company and acknowledged the said Deed as the free and voluntary act of the said Green Bay, Stevens Point and Northern Railroad Company and as their own free and voluntary Act as such officers, and I further certify that the seal affixed to the said Deed is the seal of the said Company.

Given under my hand and notarial Seal this fifteenth day of August A.D. 1882

Seal

James S Baker
Notary Public
Brown Co. Wis.

State of New York
City and County of New York } ss. Be it remembered that on the twenty first day of August A.D. 1882. personally came before me the above named Samuel Sloan and Theo Sturges to me personally known to be the persons who executed the above deed, and to me personally known to be the President and Secretary of the said Green Bay, Winona and St Paul Railroad Company and acknowledged the said Deed as the free and voluntary act of the said Green Bay, Winona and St Paul Railroad Company and as their own free and voluntary act as such officers and further certify that the seal affixed to the said deed is the seal of the said Company.

Given under my hand and notarial Seal the twenty first day of August A.D. 1882

Seal

Ludwig R Miller
Notary public appointed from Kings
Co Certificate filed in New York

Recorded Aug 29th 1882.

Lease

The Green Bay, Stevens Point & Northern Railroad

To

The Green Bay, Winona and St Paul Railroad Company.

This Indenture made on the fifteenth day of August in the year of our Lord one thousand eight hundred and eighty two between the Green Bay Stevens point and Northern Railroad Company, a Company duly organized under the laws of Wisconsin, of the first part, and the Green Bay, Winona and St Paul Railroad Company, a Company duly organized under the Laws of Wisconsin, of the second part, Witnesseth that Whereas, the said Green Bay, Stevens point, and Northern Railroad Company have constructed their Railroad from its connection with the Green Bay, Winona and St Paul Railroad at the town of Plover in the County of Portage and State of Wisconsin to and through the town of Stevens Point in said County, a distance, sidings and turn outs included, of seven miles or thereabouts, and

Whereas the said Green Bay, Stevens Point and Northern Railroad Company have issued their certain Scrip coupons bonds of one thousand dollars each, numbered from one to seventy, inclusive, bearing interest at the rate of seven per centum per annum, payable half yearly on the first days of January and July each year, at the National City Bank, or at the agency of said Company, in the City of New York the principal sum of Seventy thousand dollars being due and payable on the first day of July 1932 fifty years from the first of July 1882, both principal and interest being payable in United States Gold Coin at par and the payment of which is secured by a Mortgage bearing even date with the said bonds and made by the said Green Bay, Stevens Point and Northern Railroad Company to the Farmers Loan and Trust Company of New York as Trustee for the holders of the said bonds on the said Railroad constructed and to be constructed as above described together with all its property of every kind and nature, the purport whereof with the more fully appear on reference thereto:

Article 1st Now therefore in consideration of the rents, covenants and agreements herein after mentioned the said party of the first part hereby agree to lease unto the said party of the second part in perpetuity, or during the existence of their Charter, and any and all renewals thereof, the said Green Bay, Stevens Point and Northern Railroad as above described, including the Railways, tanks, depots, depot grounds, lands, franchises, switches, sidetracks, turntables, Water tanks, bridges, and all other property, real or personal belonging thereto, with full power, to build, maintain and operate the said Railroad as fully as the said party of the first part can or may do,

To Have and To Hold the same unto the said party of the second part and to their successors and assigns, in perpetuity, as aforesaid

Art 2d The said party of the second part agree on their part in consideration of the above, and as rental for the said Road and for value received to assume and pay, the coupons on the said Bonds of Seventy thousand dollars principal at the rate of seven per centum per annum as the same shall fall due on the first days of January and July of each year until the said principal sum falls due on the first of July 1932. when they will pay the said principal with the final interest in full, or with the proper aid of the said party of the first part, who covenant to give that aid, convert the same into new bonds secured by a new first mortgage at their own cost without any claim or demand whatsoever on the said party of the first part, it being understood that both interest and principal of said bonds are payable at the National City Bank or at the agency of the Company in the City of New York in United States Gold Coin at par.

And Whereas the said party of the first part in addition to the Mortgage and Bonds above mentioned amounting to Seventy thousand dollars have out standing Capital Stock, to the amount of thirty five thousand dollars and

Whereas the said party of the second part have issued First Mortgage Bonds to the amount of one Million six hundred thousand dollars bearing interest at the rate of six per centum per annum payable half yearly on the first days of February and August of each year and in addition thereto Second Mortgage bonds to the amount of Three Millions Seven hundred and eighty one thousand dollars, or thereabouts, which draw no interest until a Surplus remain from the earnings of the Road after paying the interest on the said one million six hundred thousand dollars of first Mortgage bonds when said surplus earning is to be paid pro rata on the said Second Mortgage Bonds.

Art 3d Now therefore in consideration of the value received in the said lease and from the possession and enjoyment of the advantages to be derived from the possession and operation of the Road of the said party of the first part the said party of the second part hereby further agree that the said Thirty five thousand dollars of Stock issued by the party of the first part shall have equally with and receive the same pro rata amount of the said surplus earnings as is paid on the said second Mortgage bonds of Three Millions Seven hundred and eighty one thousand (or thereabouts) dollars, and at the same time, the pro rata to be paid to the Stockholders of record of the said party of the first part at the same time or times and at the same place in New York City

as that at which the coupons on the said seventy thousand dollars of Bonds are payable.

Art 4th The party of the second part further agree during the continuance of this lease to keep and maintain the Railroad and property hereby leased in as good order and repair as it now is at their own cost and expense and to pay all taxes and in every way to conform to the laws of the State of Wisconsin in relation to Railroads, and that no claim or charge whatever for cost, debt or damages or any other thing whatever shall ever be made upon the said party of the first part in connection with the said Railroad as to all intents and purposes the said Road is to be considered the property of the said party of the second part so far as the same legally may be.

Art 5th The said party of the second part further agree that the President Directors and Officers, of the party of the first part shall at all times pass free on the cars on the road of the party of the second part and branches or leased lines.

Art 6th It is also agreed by the party of the second part as a further consideration of this lease and in order to give additional market value to the bonds of the said party of the first part that they will sign their guarantee on each of said Bonds to the said amount of seventy thousand dollars guaranteeing the semi-annual payment of the Coupons as the same fall due and the payment or conversion of the said principal sum in full when due as aforesaid.

In witness whereof the parties to this Indenture have caused the same to be signed in duplicate by their respective Presidents and Secretaries and the Seals of the respective parties to be hereto affixed the date above named.

Seal

The Green Bay, Stevens Point and Northern Railroad Co

By John I. Blair President

Attest Green Bay Winona & St Paul RR.

W. J. Abrams by Sloan

Secretary Pr

Seal

Attest

Theo Sturges

Secretary.

State of Wisconsin }
Brown County } ss.

Be it remembered that on the fifteenth day of August A.D. 1882 personally came before me the above named John I Blair and W. J. Abrams to me personally Known to be the persons who executed the above Deed, and to me personally Known to be the president and Secretary

of the said Green Bay, Stevens Point and Northern Railroad Company and acknowledged the said Deed, as the free and voluntary act of the said Green Bay, Stevens Point and Northern Railroad Company and as their own free and voluntary act as such officers and I further certify that the seal affixed to the said Deed is the seal of the said Company.

Given under my hand and notarial seal this fifteenth day of August A.D. 1882

Seal

J. L. Baker
Notary Public.

State of New York }
City & County of New York } Be it remembered that on the Twenty first day of August A.D. 1882. personally came before me the above named Saml Sloan and Theo Sturges to me personally Known to be the persons who executed the above Deed and to me personally Known to be the President and Secretary of the said Green Bay, Winona and St Paul Railroad Company and acknowledged the said Deed as the free and voluntary Act of the said Green Bay, Winona and St Paul Railroad Company, and as their own free and voluntary Act as such Officers and I further certify that the seal affixed to the said Deed is the Seal of the said Company.

Given under my hand and notarial Seal this twenty first day of August A.D. 1882

Seal

Ludwig R Miller
Notary Public appointed from
Kings Co. Certificate filed in New York.

Recorded Aug 29th 1882

Wisconsin Pittsville and Superior Railway Co.

The persons hereinafter named and whose signatures are subscribed hereto do hereb

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Subscribed and sworn to before me

this 31st day of August 1882

D W Briggs

US Commissioner in and for the Western District of Wis

Recorded Sept 2, 82

George Hiles

James Hiles

Lawrence Ward

9-7-62
cc- 9
without list
of Stockholders

ARTICLES OF CONSOLIDATION

BY AND BETWEEN

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
AND
MENOMINEE RIVER RAILROAD COMPANY
AND
ESCANABA AND LAKE SUPERIOR RAILWAY COMPANY

TO WHOM IT MAY CONCERN,

We, Albert Keep, President, and J. B. Redfield, Assistant Secretary of the Chicago and North Western Railway Company, do hereby certify:

That Articles of Consolidation of which a full and true copy is hereto annexed have been executed by and between the Chicago and North Western Railway Company and the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company bearing date July 1st, 1882.

That said Consolidation as set forth in said Articles was duly authorized by the Board of Directors of the said Chicago and North Western Railway Company and was sanctioned, approved and ratified by a vote of the Stockholders of said Company owning a majority of all the Stock of said Company at the annual meeting of said Stockholders held at Chicago, June 1st, 1882, at which meeting the following resolution was unanimously adopted by said Stockholders to-wit:

Resolved: That the agreement of consolidation between the Escanaba and Lake Superior Railway Company of Michigan and the Menominee River Railroad Company and the Chicago and North Western Railway Company adopted this day by the Board of Directors of this Company and which is now presented for consideration and action of this meeting be and the same is hereby approved and adopted as the act and deed of this Company and the Directors and Officers of this Company are authorized, empowered and instructed to execute the same under seal of this Company and to give effect to said agreement according to the provisions thereof.

To Whom it may concern

We Albert Keep President and J. Redfield Assistant Secretary

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Albert Keep President

Chicago and Northwestern Railway Company

J. B. Redfield

Assistant Secretary.

-2-

And we do hereby further certify: That the following list contains a correct statement of the name of each person and of all persons who were Stockholders of said Company on the 1st day of June, 1882 and of the number of shares of Capital Stock of said Company owned and held by each.

In Witness Whereof: The said President and Assistant Secretary have hereunto set their respective hands and affixed the corporate seal of the said Company this thirtieth day of September, A.D. 1882.

Chicago and North Western Railway Company

(Seal) Albert Keep, President

J. B. Redfield, Assistant Secretary

List of Stockholders of the Chicago and North Western Railway Company registered for the Annual Meeting which was held at Chicago on the 1st day of June, 1882, and adjourned until September 14th, 1882.

* * *

To Whom it may concern:

We, Albert Keep, President, and J. B. Redfield, Secretary, of the Menominee River Railroad Company, do hereby certify:

That Articles of Consolidation of which a true and full copy is hereto annexed were executed by and between the Chicago and North Western Railway Company, the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company.

That the said consolidation was duly authorized by the Board of Directors and sanctioned and approved by the Stockholders of the said Menominee River Railroad Company, by a vote of Stockholders

Wisconsin Pittsville and Superior Railway Co.

-3-

holding and representing the entire amount of Capital Stock of said Company at a special meeting of Stockholders called for that purpose and held at Escanaba, Michigan, on the fourteenth day of September, 1882, notice of which was duly published, at which meeting a resolution was unanimously adopted and is entered in the record of said Company as follows, to-wit:

Resolved: That the Stockholders of the Menominee River Railroad Company do hereby sanction and approve the agreement made by the Directors of this Companyand executed by the officers of this Company bearing date, July 1st, 1882, consolidating the Capital Stock, property and franchises of this Company with the Capital Stock, property and franchises of the Escanaba and Lake Superior Railway Company and with the Capital Stock, property and franchises of the Chicago and North Western Railway Company upon the terms and conditions expressed in the said Articles of agreement and consolidation which are hereby declared to be the agreement of this corporation as follows, to-wit:

(See Articles attached hereto)

And we do hereby further certify: That the following list contains a correct statement of the name of each person who was a stockholder of said company on the 14th day of September, A.D. 1882, and of the number of shares of Capital Stock of said company owned and held by each of said Stockholders on the day last aforesaid and that such list contains the names of all the Stockholders of said Company at the date aforesaid:

Name	No. of Shares
Albert Keep	1
Albert Keep, Trustee	11,875
M. L. Sykes	1
J. B. Redfield	1
M. Hughitt	1
M. M. Kirkman	1
Total	11,880

In Witness Whereof: The said President and Secretary have hereunto set their respective hands and affixed the corporate seal of the said Company this nineteenth day of September, A.D. 1882.

Menominee River Railroad Company

(Seal)

Albert Keep, President

J. B. Redfield, Secretary

To Whom it may concern

-4-

To Whom it may concern:

We, Albert Keep, President, and J. B. Redfield, Secretary, of the Escanaba and Lake Superior Railway Company do hereby certify:

That Articles of Consolidation of which a true and full copy is hereto annexed were executed by and between the Chicago and North Western Railway Company, the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company.

That the said Consolidation was duly authorized by the Board of Directors and sanctioned and approved by the stockholders of the said Escanaba and Lake Superior Railway Company by a vote of Stockholders holding and representing the entire amount of Capital Stock of said Company, at a Special Meeting of Stockholders called for that purpose and held at Escanaba, Michigan on the 14th day of September, 1882, notice of which was duly published, at which meeting a resolution was unanimously adopted and is entered in the records of said Company as follows, to-wit:

Resolved: That the Stockholders of the Escanaba and Lake Superior Railway Company do hereby sanction and approve the Agreement made by the Directors of this Company and executed by the Officers of this Company bearing date, July 1st, A.D. 1882, consolidating the Capital Stock, property and franchises of this Company with the Capital Stock, property and franchises of the Menominee River Railroad Company and with the Capital Stock, property and franchises of the Chicago and North Western Railway Company upon the terms and conditions expressed in the said Articles of Agreement and Consolidation, which are hereby declared to be the agreement of this corporation as follows, to-wit:

(See Articles attached hereto)

And we do hereby further certify: That the following list contains correct statement of the name of each person who was a stockholder of said Company on the 14th day of September, A.D. 1882, and of the number of shares of Capital Stock of said Company owned and held by each of such stockholders on the day last aforesaid and that such list contains the names of all the Stockholders of said Company

Wisconsin Pittsville and Superior Railway Co.

The persons hereinafter named and whose signatures are are subscribed

at the date aforesaid;

Name	No. of Shares
Albert Keep	1190
Albert Keep, Trustee	3070
M. L. Sykes	10
J. B. Redfield	10
M. Hughitt	10
Jas. H. Howe	10
M. M. Kirkman	10
B. C. Cook	10
Total	4320

In Witness Whereof: The said President and Secretary have hereunto set their respective hands and affixed the corporate seal of the said Company this Nineteenth day of September, A.D. 1882.

Escanaba and Lake Superior Railway Company

(Seal) Albert Keep, President

J. B. Redfield, Secretary

Articles of Agreement and Consolidation

Made this First day of July, A.D. 1882, by and between the Chicago and North Western Railway Company formed and organized under franchises to be a corporation granted by the States of Illinois, Wisconsin and Michigan party of the first part, the Menominee River Railroad Company duly formed and organized under franchises to be a corporation granted by the States of Wisconsin and Michigan party of the second part, and the Escanaba and Lake Superior Railway Company duly formed and organized under franchises to be a corporation granted by the State of Michigan party of third part.

Witnesseth:

Whereas: The parties hereto are desirous of consolidating with each other and are by their Charters and by the laws of said States in that behalf duly authorized and empowered to consolidate the capital stock of each of said companies with the Capital Stock of the other Companies on such terms as shall be agreed upon by the Directors of such companies parties hereto.

And Whereas: The lines of railroad of said companies herein-

George Miles
James Miles
Commissioners Board

Recorded Sept 2, 82

Subscribed and Sworn to before me this 31st day of August 1882

D W Briggs

US Commissioner in and for the Eastern District of Wis

To Whom it may concern

We Albert Keep President and J Redfield Assistant Secretary of the Chicago and North Western Railway Company hereby certify that the annexed and foregoing is a true Copy of Articles of Agreement and Consolidation between the Chicago and North Western Railroad Company and the Escanaba and Lake Superior Railroad Company bearing date the 1st day of July A.D. 1882 and duly executed by the said Companies and that the said Articles of Agreement and Consolidation were duly approved by the Stockholders of the Chicago and North Western Railway Company at a meeting of the Stockholders of said Company duly called and held for the purpose on the 19th day of September A.D. 1882 at a meeting of the Stockholders of the Escanaba and Lake Superior Railroad Company duly called and held for the purpose on the 19th day of September A.D. 1882 at Escanaba in the State of Michigan and that the said Articles of Agreement and Consolidation were duly approved by the Directors of the Chicago and North Western Railway Company at a meeting of the Board of Directors of said Company duly called and held for the purpose on the 19th day of September A.D. 1882 at Escanaba in the State of Michigan and that the said Articles of Agreement and Consolidation were duly approved by the Directors of the Escanaba and Lake Superior Railroad Company at a meeting of the Board of Directors of said Company duly called and held for the purpose on the 19th day of September A.D. 1882 at Escanaba in the State of Michigan and that the said Articles of Agreement and Consolidation were duly executed by the Presidents and Secretaries of the said Companies and the corporate seals of the said Companies were thereto affixed on the 19th day of September A.D. 1882 at Escanaba in the State of Michigan.

after described form continuous and connected lines of railroad and are not parallel or competing lines.

And Whereas: The terms of such consolidation have been agreed upon between the boards of Directors of the respective parties hereto as the same are hereinafter set forth.

Now Therefore: This agreement witnesseth: in consideration of the mutual covenants, agreements and grants herein contained, the said parties of the first, second and third parts do by these presents merge, combine and consolidate their respective capital stocks, franchises, grants, immunities, privileges, capacities, properties and rights of every name and nature into one company, that is to say, into the Chicago and North Western Railway Company which said company shall from henceforth have and possess all and singular, the rights, franchises, powers, immunities, privileges and capacities which are or have been granted to or conferred upon or possessed or enjoyed by either of said parties hereto, by or under enactments of the said States of Illinois, Wisconsin and Michigan.

And this Agreement further Witnesseth: That the said parties of the first, second and third parts have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of such consolidation, which terms and conditions the said parties of the first, second and third parts mutually covenant, promise and agree to observe, keep and perform.

Article 1. The persons who shall be Directors of the Chicago and North Western Railway Company at the time of such consolidation shall be the Directors of the consolidated Company and shall act as such until their successors are duly elected; and the persons who shall be officers, agents or employes of the Board of Directors of the Chicago and North Western Railway Company at the time of such consolidation shall continue to act as such until otherwise ordered.

Article 2. The Board of Directors of said Company shall be constituted in all respects as the Board of Directors of the said party of the first part is now constituted with the same rights,

Albert Keep President
Chicago and Northwestern Railway Company
J. B. Redfield
Assistant Secretary.

Wisconsin Pittsville and Superior Railway Co.

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powers, duties and tenure of office. Regular annual meetings shall be held as now provided by the charter and by-laws of said Company. The said Board of Directors or the Executive Committee may appoint such officers and establish such by-laws as they see fit and change or alter the same at pleasure.

Article 3. The by-laws and the corporate seal of the said company shall be that of the Chicago and North Western Railway Company until otherwise ordered.

Article 4. Common, preferred and special stocks of the Chicago and North Western Railway Company shall be the common, preferred and special stocks of the said consolidated company under the same conditions in all respects as are now provided for.

Article 5. The stock of the said Menominee River Railroad Company shall be convertible into the common stock of the Chicago and North Western Railway Company at the election of the holders thereof on the following terms and conditions. Each holder of said stocks of the Menominee River Railroad Company may receive one share of the common stock of the said Chicago and North Western Railway Company for each share of the stock of said Menominee River Railroad Company surrendered by him to such Company.

Article 6. The Stock of the said Escanaba and Lake Superior Railroad Company shall be convertible into the Common stock of the Chicago and North Western Railway Company at the election of the holders thereof upon the following terms and conditions. Each holder of the said Stock of the Escanaba and Lake Superior Railway Company may receive one share of the Common Stock of said Chicago and North Western Railway Company for each share of the Stock of said Escanaba and Lake Superior Railway Company surrendered by him to such Company.

Article 7. The Capital Stock of the said Chicago and North Western Railway Company after said consolidation is hereby declared to be the aggregate of the stocks, preferred, common and special which the respective Companies were and are authorized to create by virtue of the laws applicable thereto and all which the said Chicago

State of [illegible]
[illegible] each being
that he is
genuine
maintain and operate the railroad thereby mentioned

George Niles
James Niles
Lawrence Ward

Subscribed and sworn to before me
this 31st day of August 1882
L W Briggs
US Commissioner in and for the Eastern Dist of Wis

Recorded Sept 2, 82

To Whom it may concern

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and Northwestern Railway Company is authorized to create or issue by virtue of the provision of its charters and by general and special laws of said States all of which powers are hereby expressly preserved to said company.

Article 8. Each and every existing bond, lease, contract, agreement, obligation, trust or liability heretofore entered into, assumed or agreed to either by the Chicago and North Western Railway Company or by the Menominee River Railroad Company or by the Escanaba and Lake Superior Railway Company shall be sacredly discharged, fulfilled and observed by the said Chicago and North Western Railway Company after said consolidation and each and every of the acts, assumptions, proceedings, resolutions and doings of the respective Boards of Directors of the said Companies and their authorized Agents, officers and committees shall be and the same are hereby certified, confirmed and made valid and shall be observed by the said Chicago and North Western Railway Company.

And these presents further Witnesseth that the said party of the second part in consideration of the premises and of the sum of one dollar to it paid, the receipt whereof is hereby acknowledged, doth hereby grant, convey, assign, set over to and vest in the said Chicago and North Western Railway Company for the purpose of such consolidation all the railroad of the said party of the second part now built or in the process of construction and including all branches built or in process of construction and all the equipments, implements and materials used or acquired therefor and all rights, privileges, immunities, franchises, powers and all the lands and rights to lands and property, money and effects, real, personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the second part or in or to which the said party of the second part hath any right, title, interest or claim either in law or equity; and also all the lands and rights to lands to which the said party is entitled or may hereafter become entitled, by, through or under any laws and enactments which have

A.D. 1882.

Albert Keep President
Chicago and Northwestern Railway Company
J. R. Redfield
Assistant Secretary

Wisconsin Pittsville and Superior Railway Co.

been or may hereafter be passed by the Congress of the United States or the Legislature of the States of Wisconsin or Michigan.

And the said party of the third part in consideration of the premises and of the sum of one dollar to it paid, the receipt whereof is hereby acknowledged, doth hereby grant, convey, assign and set over to and vest in the said Chicago and North Western Railway Company for the purpose of such consolidation all the railroads of said party of the third part now building or in the process of construction and including all branches built or in the process of construction and all the equipments, implements and materials used or acquired therefor and all rights, privileges and immunities, franchises, powers and all lands and rights to lands and property, money and effects, real, personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the third part or in or to which the said party of the third part hath any right, title, interest or claim either in law or equity and also all the lands and rights to lands to which the said party is entitled by, through or under any laws or enactments which have been or may hereafter be passed by the Congress of the United States or the Legislature of the State of Michigan.

And the said parties of the first, second and third parts for the consideration aforesaid do mutually agree and declare that the said consolidation shall take effect and the said consolidated company shall go into operation immediately upon the adoption and certification of these Articles of Consolidation by the Stockholders of said Companies and the Board of the Directors of the said consolidated Company shall have full powers to carry said consolidation into effect by all necessary or proper acts or things for that purpose.

In Testimony Whereof the said parties of the first, second and third parts have caused these presents to be signed by their respective Presidents, attested by their respective Secretaries and respective corporate seals to be thereto attached the day and year first

maintain and operate the railroad therein mentioned

George Niles
James Niles
Lawrence Ward

Subscribed and sworn to before me
this 31st day of August 1882
D W Briggs
US Commissioner in and for the Eastern Dist of Wis

Recorded Sept 2, 82

To Whom it may concern

Secretary
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above written.

Chicago and Northwestern Railway Company
(Seal) By Albert Keep, President
Attest: M. L. Sykes, Secretary

Menominee River Railroad Company
(Seal) By Albert Keep, President
Attest: J. B. Redfield, Secretary

Escanaba and Lake Superior Railway Company
(Seal) By Albert Keep, President
Attest: J. B. Redfield, Secretary

We hereby certify: That the eight (8) pages immediately preceeding this certification is the copy of Articles of consolidation referred to in each of the Certificates preceeding and attached to said articles.

Albert Keep, President
J. B. Redfield, Secretary

State of Illinois)
) ss.
County of Cook)

Be it remembered that on this twelfth day of September in the year one thousand and eight hundred and eighty-two before me, J. F. Cleveland, a Notary Public in and for said Cook County, in the State of Illinois, duly appointed and qualified, personally appeared, Albert Keep, President, and Martin L. Sykes, Secretary, of the Chicago and North Western Railway Company, who are personally known by me to be the same persons who executed the foregoing instrument as such President and Secretary respectively. And having been by me first duly sworn, the said Albert Keep did depose and say, that he is the President of the Chicago and North Western Railway Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of said Company. And the said Martin L. Sykes did depose and say that he is the Secretary of the Chicago and North Western

A.D. 1882.

Albert Keep President
Chicago and Northwestern Railway Company
J. B. Redfield
Assistant Secretary.

Wisconsin Pittsville and Superior Railway Co.

The persons hereinafter named and whose signatures are are subscribed

Railway Company and the Keeper of its corporate seal. That the seal affixed to the foregoing instrument purporting to be its corporate seal, is such corporate seal. That it was so affixed by the authority and direction of the Board of Directors of the Chicago and North Western Railway Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Martin L. Sykes severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Chicago and North Western Railway Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(Seal) J. F. Cleveland
Notary Public

State of Illinois)
) ss.
County of Cook)

Be it remembered that on this twelfth day of September in the year one thousand eight hundred and eighty-two before me, J. F. Cleveland, in and for said Cook County, in the State of Illinois duly appointed and qualified, personally appeared Albert Keep, President, and Joseph B. Redfield, Secretary, of the Menominee River Railroad Company who are personally known by me to be the same persons who executed the foregoing instrument as such President and Secretary respectively and having been by me first duly sworn, the said Albert Keep did depose and say that he is the President of the Menominee River Railroad Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company.

And the said Joseph B. Redfield did depose and say that he is the Secretary of the Menominee River Railroad Company and the Keeper of its corporate seal, that the seal affixed to the foregoing instru-

Subscribed and Sworn to before me
this 31st day of August 1882
D W Boyce
US Commissioner in and for the Western Dist of Wis

Recorded Sept 2, 82

George Niles
James Niles
Directors Board

To Whom it may concern

We Albert Keep President and J Redfield Assistant Secretary of the Chicago & North Western Railway Company hereby certify

ment purporting to be its corporate seal is such corporate seal. That it was so affixed by the authority and direction of the Board of Directors of the Menomonee River Railroad Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B. Redfield acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Menominee River Railroad Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(Seal) J. F. Cleveland
Notary Public

State of Illinois)
) ss.
County of Cook)

Be it remembered that on this twelfth day of September in the year one thousand and eight hundred and eighty-two before me J. F. Cleveland, a Notary Public in and for said Cook County in the State of Illinois duly appointed and qualified, personally appeared Albert Keep, President, and Joseph B. Redfield, Secretary, of the Escanaba and Lake Superior Railway Company, who are personally known by me to be the same persons who executed the foregoing instrument as such President and Secretary respectively, and having been by me first duly sworn, the said Albert Keep did depose and say that he is the President of the Escanaba and Lake Superior Railway company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company and the said Joseph B. Redfield did depose and say that he is the Secretary of the Escanaba and Lake Superior Railway Company and the Keeper of its corporate seal. That the seal affixed to the foregoing instrument purporting to be the corporate seal is such corporate seal. That it was so affixed by the authority and direction of the Board of Directors of the Escanaba and Lake Superior Railway Company and that he signed

Albert Keep President
Chicago and Northwestern Railway Company
J B Redfield
Assistant Secretary

Wisconsin Pittsville and Superior Railway Co.

The persons hereinafter named and whose signatures are subscribed

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the foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B. Redfield severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Escanaba and Lake Superior Railway Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

J. F. Cleveland
Notary Public

(Seal)

Recorded October 12, 1882.

George Miles
James Miles
Surveyor Board

Subscribed and sworn to before me this 31st day of August 1882
D W Boyce
US Commissioner in and for the Western Dist of Wis

Recorded Sept 2, 82

To Whom it may concern

We Albert Keep President and J. Redfield Assistant Secretary of the Chicago and North Western Railway Company, do hereby certify

That Articles of Consolidation of which a full and true Copy is hereto annexed have been executed by and between the Chicago and North western Railway Company and the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company bearing date July 1st 1882.

That said Consolidation as set forth in said Articles was duly authorized by the Board of Directors of the said Chicago and Northwestern Railway Company and was sanctioned, approved and ratified by a vote of the Stockholders of said Company owning a majority of all the Stock of said Company at the annual meeting of said Stockholders held at Chicago June 1st 1882 at which meeting the following resolution was unanimously adopted by said Stockholders to wit:

"Resolved: That the agreement of consolidation between the Escanaba and Lake Superior Railway Company of Michigan and the Menominee River Rail Road Company and the Chicago and Northwestern Railway Company adopted this day by the Board of Directors of this Company and which is now presented for the consideration and action of this meeting be and the same is hereby approved and adopted as the act and deed of this Company and the Directors and Officers of this Company are authorized empowered and instructed to execute the same under Seal of this Company and to give effect to said agreement according to the provisions thereof."

And we do hereby further certify: That the following list contains a correct statement of the name of each person and of all persons who were Stockholders of said Company on the 1st day of June 1882 and of the number of Shares of Capital Stock of said Company owned and held by each.

In Witness Whereof: The said President and Assistant Secretary have hereunto set their respective hands and affixed the corporate Seal of the said Company this thirtieth day of September A.D. 1882.

Albert Keep President
Chicago and Northwestern Railway Company
J. B. Redfield
Assistant Secretary.

Wisconsin Pittsville and Superior Railway Co.

The persons hereinafter named and whose signatures ~~are~~ are subscribed hereto do hereby form a Corporation for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property

I Said Corporation shall be known as the Wisconsin Pittsville and Superior Railway Company

II. Said Railroad is to be constructed maintained and operated from Necedah in the County of Juneau and State of Wisconsin by the way of Kenington, Dexterville and Pittsville in the County of Wood in said State to Bayfield in the county of Bayfield in said State.

III Said railroad will be three hundred miles in length and will pass through ~~or~~ and into the Counties of Juneau, Wood, Clark Taylor, Chippewa, Ashland & Bayfield in the State of Wisconsin

IV. The Capital Stock of this Corporation shall be Five Million dollars and shall consist of fifty thousand shares of one hundred dollars each all of which shall be preferred stock,

V. George Hiles and James Hiles of Dexterville Wood County Wis. Lawrence Ward of Grand Rapids in said County and State and Silas H Gould of Deadwood Dakota Territory and H H H Cook of New Lisbon Juneau County Wis and —— —— shall constitute and be the directors of ~~the~~ Corporation who shall manage its affairs for the first year and until others are chosen in their places

(Signed)

George Hiles	Dexterville Wood Co Wis	1000	Shares
James Hiles	" " "	1000	"
Lawrence Ward	Grand Rapids " "	500	"
Silas H Gould	Dead Wood Dakota T.	1000	"
H H H Cook	New Lisbon Juneau Co Wis.	1000	"

State of Wisconsin
Wood County ss Geo Hiles James Hiles and Lawrence Ward each being duly sworn each for himself deposes and says that he is one of the directors named in the annexed Articles of incorporation and that the signatures thereto are genuine and that it is intended in good faith to construct maintain and operate the railroad therein mentioned

George Hiles
James Hiles
Lawrence Ward

Subscribed and Sworn to before me this 31st day of August 1882

D W Boyle
US Commissioner in and for the Western Dist of Wis

Recorded Sept 2, 82

To Whom it may concern

We Albert Keep President and J. Redfield Assistant Secretary of the Chicago and North Western Railway Company, do hereby certify That Articles of Consolidation of which a full and true Copy is hereto annexed have been executed by and between the Chicago and North western Railway Company and the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company bearing date July 1st 1882.

That said Consolidation as set forth in said Articles was duly authorized by the Board of Directors of the said Chicago and Northwestern Railway Company and was sanctioned, approved and ratified by a vote of the Stockholders of said Company owning a majority of all the Stock of said Company at the annual meeting of said Stockholders held at Chicago June 1st 1882 at which meeting the following resolution was unanimously adopted by said Stockholders to wit:

" Resolved: That the agreement of consolidation between the Escanaba and Lake Superior Railway Company of Michigan and the Menominee River Rail Road Company and the Chicago and North western Railway Company adopted this day by the Board of Directors of this Company and which is now presented for the consideration and action of this meeting be and the same is hereby approved and adopted as the act and deed of this Company and the Directors and Officers of this Company are authorized empowered and instructed to execute the same under Seal of this Company and to give effect to said agreement according to the provisions thereof."

And we do hereby further certify: That the following list contains a correct statement of the name of each person and of all persons who were Stockholders of said Company on the 1st Day of June 1882 and of the number of shares of Capital Stock of said Company owned and held by each.

In Witness Whereof: The said President and Assistant Secretary have hereunto set their respective hands and affixed the corporate Seal of the said Company this thirtieth Day of September A.D. 1882.

Albert Keep President
Chicago and Northwestern Railway Company
J. R. Redfield
Assistant Secretary.

List of Stockholders of the Chicago & Northwestern Railway Company registered for the Annual Meeting which was held at Chicago on the 1st day of June 1882 and adjourned until September 14th 1882.

Names	Number Shares of Stock Common	Preferred	Names	Number Shares of Stock Common	Preferred
Adams & McHarg	600		Akin Cornelia		19
Adams Geo. H.	5		Aldrich Spencer		10
Alexander L. D. & Co	300		Armour M. J.		15
Alley and Dowd	1200		Armour Baldwin		300
Amer. Investment Trust Co	700		Arnold Chas G.		20
Allen & Stead	212		Arnold Annie M.		10
Allen John	46		Ambrobus Hugh L		
Allen John	50		C. Coulthurst & Hey		
Ahrens and Young	600		Dudley Ryder		500
Aiken A. J.	200	400	Austin Chas T.		100
Aiken A J Trust	108		Almy Amelia B.		5
Armour Geo	400		Almy Eliza		80
Abbott Ira C.	30		Allyn Charlotte C. Pete		32
Arnold Stanley	100		Allyn Harriett U		37
Amory Mrs Anna S.	50	100	Allyn John T.		16
Amory Wm Jr	50		Allyn Charlott C		37
Abbogast Philip	50	100	Baker & Sturdy	200	
Austin William	200	200	Baldwin & Weeks	200	
Austin John	10	10	Barlow Geo	1500	780
Adams Mrs S. R.		8	Bates Mrs Caroline C	50	
Adams Platt		200	Barnum Mary L	10	
Adams Mary M		10	Bartram Sarah J.	45	50
Ade Alvy A.		40	Bartram Eliz M.	45	50
Andrews Julius T.		502	Bartram Mary A	45	50
Andrews S W		1000	Bartram Jos B.	45	
Andrews Eliza A.		44	Bartram Bros	100	50
Abel Mrs D. S.		20	Bayliss Saml	200	-
Ames Mary C		7	Bayliss John	100	—
Alexander T. & Sons		100	Bancroft Mrs G. E.	24	—
Appleton W. S.		100	Bartram T. W.	45	—
Andrews Saml F.		7	Blake A	137	146
Allen Anna M.		8	Barnes Mary A	55	20
Ames John N		1	Benedict E. C. & Co	110	100
Amsden C. Henry		50	Benedict Coleman & Co	400	100
Abeel John H		100	Benedict Jas A & Co	100	
Akin Mary J.		15	Beanies W. E.	300	

Names	Number Shares of Stock Common	Preferred	Names	Number Shares of Stock Common	Preferred
Beese & Smith	2600		Bain Sarah Jane	200	200
Beese W. L	110		Battell Lewis F.		100
Belden Ogden & Co	1800	1500	Bailey Mrs Lydia A		12
Belden Wm	100	1000	Bates Laura S.		20
Bend Geo H	200		Beese Mary L.	20	
Bennett G. A. & Co	20	500	Benton Cath Louise	11	55
Benjamin Jno & Co	1100	100	Beadel Sarah M	50	
Beck Ann S	10	20	Beers Isaac	20	50
Bell Jos	100		Beldon & B	100	
Bell Isaac	200	100	Beaumont Mary Ann	125	
Brooks De Lorme	1		Brett Hiram	10	
Bloodgood Jno & Co	1000		Beckman W R.	100	
Burke Jno M.	400	100	Bishop Wm H &		
Buckingham G. Jr	150		Robt H Tappan	20	
Bullard Wm M	200		Bingham W R	100	
Busk and Jerons	20	20	Bishop H R	1000	1600
Busk Stephen	50	—	Boody McLellan & Co	1025	100
Butts Lizzie T	25		Broadbent Alfred &		
Butterworth W. H	100		Benj Brooks	400	
Burr Wm M	100	100	Bownes and Wallace	1200	
Budge and Goldsmith	200		Bogart O M & Co	300	
Bulkley Eliz	25		Boardman L	100	
Burt Pitts H	100		Brown A H & Co	300	100
Bruce John	100		Brown Wm Smith	25	25
Butcher Fred K	100		Brown Mrs Marin M E	20	
Bunker Geo K	8		Brown Chas S	10	25
Bryant Julia S	100		Brown Harriett K	10	
Baker & Tinker		200	Bonner J T & Co	300	
Baylis A B Jr & Co		200	Brookfield Kate M	50	
Baylis A B		10	Brokway Ida A	25	
Blake Bros & Co		310	Bronson Fred K	100	
Bannon Edward		100	Boliet Elise	5	
Barger Saml F		500	Bowne Walter	100	
Bartram Thos B		300	Broadhurst Alfred	100	
Baker C T		50	Brooklebank Ralph	200	200
Burdock Eliz B		5	Boyd Robert L	10	
Baldwin Mary M		100	Braymen Adelaide E.		5
Bacon & Clark Russell Edw		24	Blair Jas S		24
Baldwin Mrs Susan		10	Blake J W, A J. Mallon Saml F. Tinnes Peters		60

Names	Number of Shares of Stock	
	Common	Preferred
Baird Mary H C		34
Bancroft Mrs E. E.		23
Brewster Sarah A		18
Brewster John		150
Berk Theresa R		8
Beers Henry J.		25
Bergh E. J.		50
Breese Augusta E		10
Bell Adelaide M.		100
Bennett Wm W		50
Berresford Mary D.		6
Berresford Mary S		6
Bergen Francis G		100
Beardsley Wm C		100
Bedell Abram		50
Bedell Caleb C		10
Bedell Miss Ellen		20
Bettner Jas		50
Beecher Jerome		3
Benton Abigail		9
Berge Elizth		100
Britton Van Vechten & Co		100
Bissell F B, J C, Parsons & J R Redfield (Admrs)		50
Bliss Geo Thos		5
Briggs Laura R		5
Bridgeman W. S.		50
Brien Mary		50
Bristol Mary G		20
Birchall J Dearman		100
Bonynge C. W.		200
Borel Mathilda		5
Boswell Chas		100
Bogert O M Jr		10
Brown Mrs Mary C		10
Brown M Bayard		400
Brown Jas		40
Brown Mrs N. D.		50
Brown Timothy		10

Names	Number Shares of Stock	
	Common	Preferred
Brown Ariel		20
Bogert Henry A		10
Bogert Henry A & Edward C. Idus		10
Bogert Henry A & Edward C. Idus		10
Bogert Edw C		10
Boynton Geo F.		10
Brocklebank Thos		190
Broadbent Jno Harvey		40
Brudish J W		50
Bowman Geo H		50
Boyd John		10
Brooks Lemuel		73
Brooks Garey		73
Bond Ellen Mrs J		25
Burnham Gordon W		1500
Burnham Mrs M W		100
Burnham Jas W		100
Birmstead Mary J.		60
Butler Miss Francis K		50
Closson & Hays	850	
Colgate Jas B & Co	25	
Collins & Co	100	
Colbron Day & Field	50	100
Collins Chas A	100	
Collins Jas Geo	10	
Colby John	10	
Cobb S K	10	
Cobb Nathan	55	58
Cobb Silas B	8	9
Cohen Sol. L.	100	
Courtright M.	5	
Cattel Joana	50	
Culbert F. R.	50	
Cuath Louis Jr	100	
Curtis Geo N	100	
Cutting R L	400	100
Cahn L & Co		600

Names	Number Shares of Stock	
	Common	Preferred
Carter Margt Thos		
Dunmond and Leslie		
Cattel Trustees		226
Case Watson & in trust		200
Clark Lewis E		10
Clark Julia C		85
Clark Julia G		50
Clark Julia C Idu		100
Clark Edward		10
Clark R A		20
Carey Mrs M. & Miss M		30
Champlin Angelina G		20
Chapman W H		100
Camp Caroline E		5
Camp Cath C		5
Butler Jas		10
Bulkley Edwin		250
Bulkley Oliver		100
Bulkley Eliz & Oliver Estates		10
Butts J. De Witt		25
Burkhalter Chas Jr		100
Bushe Chas Kendall		120
Buxton Emily Mary		200
Burr Herman		100
Bruyn Aug H		50
Clark Dodge & Co	600	
Clark Norman	1	1
Chase and Higginson	130	150
Camman & Co	100	
Charles R. T.	604	900
Clapp Dwight T	20	20
Clapp Illmis C	10	
Cambles Henry S	100	
Crane Jesse M.	100	
Crane Jas R	200	200
Cavilge Thos	50	
Capel Jas & Co	120	160
Campbell Henry T	100	16
Champlin Geo W	100	

Names	Number Shares of Stock	
	Common	Preferred
Chapin Mrs Julia J	100	
Carmody John	1	
Cathcarth David	8	
Carlton Jas T. B	10	
Cisco John J & Son	400	
Cristy Richd	200	
Childs Geo L	4	
Combs A H & Co	400	
Chambers Garry		60
Chapin E. C.		10
Crane J. Jr		75
Crane Wm M.		37
Campbell Mary A		50
Carlton A. J.		30
Clews Henry & Co		200
Creagh Martha M.		11
Cecil E D H C		40
Chew A L, F Beasley and & T Hillhouse Estates		30
Crist Lorenzo		200
Crist Josephine O		200
Crist Chas D		200
Crouse John		1500
Crouse Jacob		400
Couronneau M		10
Cowell Herbert		20
Cropper Jas		92
Cropper John W		50
Cooper and Hewitt		25
Corlis J. M.		100
Cook Walter		50
Cook Stephen		10
Cook J M		32
Cooley F B		300
Colfax Schuyler		70
Colton Alice S.		10
Coffin Caleb		35
Coe Osborn		50
Curry Wm		1000

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Churchill J. C.		100	Dewey W. C.		200
Cummins T. A.		100	Dennis J M.		5
Crump Wm C Estee		20	De Saulles Mrs M A		38
Culter Mrs Jennie E		50	De Bandey Leonor		50
Davis John H & Co	100		Derlin Jas		100
Davis and Tillestan	1500		Depriez T. C.		11
Davis and Minnis	2400		Depiew Adele		7
Day and Heaton	100		Depiew Chas M Pury		14
Dakin and Co	100		De Chambrier A Testee		3
Dabney Roxana	500		De pury F.		24
Daniell W F	400		De Peyster Estelle L		9
Deaell Morgan & Co	900		Dean Geo		1
De Rivas M E & Co	200	500	De Suffrin Jeanne M. V.		50
Decker Howell & Co	75	150	Dinsmore W B Trust		1000
Dewing H and Son	100		Dibble Wm A.		200
De Jonge & Co	100		Dows David		200
Deitz Peter W	2	2	Downing Chas H		50
Derwent Edmund	2	2	Doolittle Julia T.		25
De Boot Harry	210		Dows Richd N		100
Delafield and Fetch	50		Dobler John		10
Dillon Sidney	700		Dole Jas H.		1
Dwight John H	200		Du Bois Abm		600
Dows Mary E	3	3	Du Bois Saml T		100
Dohs Arch E. Extr	70		Du Bois Elijah		20
Dorman Alfred C	5		Dumont Alfred M		75
Durant and Stanton	300		Dupont Henry		55
Duncan Jas. Graydon	140	100	Dupont Mary V		100
Davis Hobdan		10	Dupont Victor		200
Davis Edith A		100	Dupont Victor Testee		10
Day Nathan and Co		100	Dillman A. G.		10
Day Calvin		400	Dunk Clara G		58
Darby Alfred W. E.		40	Durand John		100
Dale John G		40	Dykman Susan		100
Dalrymple A		58	Eames and Moore	1300	1200
De Matt and Durant		100	Eames M R	200	200
Depew Chauncey M		142	Earle W. F.	1000	
Depew Chauncey M atty		160	Elder Wm Geo	100	
Depew Martha M		20	Emerson Jos	4	4
Deitz Martha J		15	Elmendorf John A	20	20

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Elliot Henry	100	300	Ferris Sally N		5
Elliot Henry J	26		French F. O.		300
Edmands A Lawrence		100	Ferguson Francis A.		20
Evarts Chas E		10	Flint Edw. S.		50
Eaman Harriet		20	Flower R. T.		2
Eason Benj. Admr		15	Forrest Geo J.		500
Eccleston Edwd		5	Fosk August E.		25
Eccleston L Testee		5	Fox Austin G.		300.
Eccleston L Trustee		40	Frost Mary A.		20
Eccleston Edwd		40	Ford Gerard &		
Emerson & Co		3	F.B.S. Worthley		30
Emerson Ralph Jr		34	Forks Mary Ann		30
Emerson Ralph		5	Fuller Jos		14
Ellis D W		50	Fuller W H.		25
Ellis John W		200	Grant & Co	700	1400
Ely Lucy S.		10	Frank Francis	150	
Eyre M. C.		5	Galpin Horace	5	
Faushaw & Milliken	600		Graham David	1	1
Frank and Co E. L.	300		Gernsheim M & Co	1325	100
Frank Alex	10		Geddes Alex	100	
Fay Jas H	50		Green Tweed & Co	100	
Feary W. H.	5		Gebhard Jno Jas. Hy	50	
Freeman F. P. & Co	900	1500	Georgi Maggie	5	
Fellows Jas. W	1500	970	Guley J W Jr & Co	200	
Ferris & Kimball	200	200	Gibson Geo Stacy	20	
Fesenden Jas. D.	10		Gibson Alex	10	
Field Marshall	250	250	Gould Jay	100	
Fink C. W.	100		Gaffe & Randle	310	
Forbs Mrj Lachlan	200		Glover Mary Ex & R. T.		
Forbs Mahlon	6		Harvey Exr.	22	23
Formly Richd	35		Glover Francis S	30	
Flower R. T. & Co	100	200	Graice & Westowell		500
Floyd John G	10		Glazier Kohn & Co		100
Farley Frank N		8	Gaskill Mrs C. M.		10
Fraser J. M.		25	Grant A. H.		100
Fay Sarah S		100	Grunger Mrs Ann B.		100
Fairchild Daniel		10	Gately D. C.		100
Fraley & Goodhart		100	Georg H		5
Ferry Mrs Mary A H		175	Gemmel Delia K.		31

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Green Saml		150	Hills Russell A.	1005	
Gilmartin John T.		10	Hillyer John B	100	
Gilbert Addison		40	Hill Jas	20	
Griffin Danl M.		25	Hill Jas B	10	
Griswold Mrs F. G.		30	Hicks John H	10	
Grinnell Sophia M.		50	Hooton H L & Co	5150	100
Gillis F. Le Grand		50	Hollins H B & Co	3400	500
Goadby W H & Co		200	Howe S O.	2	
Goodwin Matilda C		25	Hoskins Chas C	100	
Glover F. J.		50	Hoopes & Merry	25	
Gould Miss F. F.		20	Hoffner Mrs G.	1	1
Goddard Jas E Estate		20	Hutchinson Geo W.	30	
Goodrich Mary J.		10	Holden Geo H	15	
Gorham Stephen		10	Hurlbut H A Jr & Co	900	200
Gross Wm H		10	Hubbell Mrs N B	2	2
Grey John		20	Hull Mary E.	5	
Hartshorn J M & Bro	2000		Haight I L & L		100
Harriot and Noyes	800	400	Hall Henry J.		400
Hallgarten & Co	200	1250	Hall John L		25
Hamilton & Myers	300	800	Hall John D		50
Hatch W T & Sons	100		Hardcastle Frank		50
Hartshorn Benj M.	200		Hamer Miss Fanny		6
Hayden Peter	100		Hartford Fire Ins Co.		200
Hall Thos H	165	100	Hayden H J.		60
Hall Jno S	25	50	Hazelhurst & Bro		100
Hardie Arthur	25		Hazelhurst N W		5
Hale E J. M.	1000		Hawk Samuel		500
Haarwood H Jr	100		Hawthaway C L		12
Hayden Chas H	100		Hawthaway Chas M.		10
Halsey W. L.	25		Hathaway Edwin D		10
Haegate John	15		Haywood Trisilla C		3
Hewson Kilbreth & Co	173	176	Hatfield W T		5
Head Chas & Co	150		Hatch Jonathan		20
Hen Edwd	300		Hale Frames S.		10
Heywood Zefa	50		Harriman Oliver		200
Heidricks Isaac	60	50	Harvier C.		100
Het administratie kantoor voor Jonssen obgrigt door Breves ans Gosman ten			Hamemann John T.		100
Amerik aansluit Have en Van Eeden & Carman en Zonen te Amsterdam			Hark E. K.		200
	120	23,585.	Hunner Mrs C E		30

Names	Number Shares of Stock		Names	Number of Shares of Stock	
	Common	Preferred		Common	Preferred
Haight Francis		25	House Henry		120
Harris D. L.		25	House Mrs Ellen C		35
Harrison J. C.		1	Hoag Langdon		74
Haskell Maria		9	Howland Slocum		100
Haven Franklin Estate		15	Howland Adelaide		100
Haight Chas		30	Howland Anny		15
Howarth Abm		100	Holmes Sidney T		10
Hendricks Jno			Hooker Jonathan W		20
Edmd & H Estees		100	Hosack Celine B		130
Hendricks Eleanor		100	Hutchinson W. J.		400
Hendricks Julima		100	Hutchinson Mary C		500
Hennin way Homer		10	Hussey J.		10
Hewson Josephine R M.		25	Hussey Danl		200
Henop Alice S		100	Hunnewell H H.		500
Hills Henry H		10	Hurd Saml H		25
Hills Amarinh M		20	Hungerford C. C.		20
Hills J & Sons		500	Hungerford Newman		10
Hill Cath L.		16	Hughitt Marvin		100
Hill Almira		16	Hunt Wilson P		100
Hinely Henry A		50	Hunt Chur K. Admr		200
Hinely Sophia		50	Hyde Mrs Mary F		5
Hinely Louisa		25	Ines Drayton & Co	200	
Hilliard Jos C.		10	Inches Chas C	20	10
Hilditch Mrs M. C.		25	Irvin Robt	100	
Hilditch Geo Jas B		25	Ingalls Mary A L		12
Hibard W. G.		100	Ingalls Chas R		50
Hillyer Winthrop		58	Ingram Wm		100
Holland Thos		1500	Inches Chas		10
Hoadley Francis A		5	Irvine Chas		100
Hoadley Chas J.		20	James Jno S & Co	200	
Hogarty John M.		100	James Louise F	10	
Haltan W. B.		5	Jesup Patton & Co	50	
Holton Jane L		5	Jenner Asher C	1	1
Howe Geo S.		10	Jones Martha R	20	50
Hollins Evelina K		8	Jones Martha M	10	10
Hoyt Eliz B		30	Jugler Dr Clement	20	
Hodge Mary R		3	Jameson Smith & Cotting		800
Hoskin Admr a H.		50	James W. D.		200
Hough Chas S.		5	James Frank L		150

Names	Number Shares of Stock	
	Common	Preferred
James John A		150
Jacobs Geo W		50
Jaggar Augs		115
Jacob Leonard		50
Jacob Mrs E L		150
Jeanneretth Arthur F		5
Jewell Mrs Eliz F		40
Jewell Mrs E F. Gdn		15
Jewett J B.		11
Jermain Jas B		58
Jeanes Saml		174
Johnson Davis		300
Johnson Rev. A. H.		25
Johnston Cor V. W		60
Jones Jno J		100
Jones Henry R		100
Jones Mary		50
Knapp Sheppard & Co	1550	
Knapp F. S. Jr.	100	
Kraus Dr Gustav	34	36
Kemeys & Babcock	100	
Kennedy Harvey	2500	400
Kennedy H & Co	1200	200
Keep H & A	200	200
Keep Mrs Mary W	50	
Kelly Jas. E.	400	
Kennard John	10	10
Kidder A M & Co	1450	
Kissam Whitney & Co	200	
Kirkner J	200	
Kings Jas G Sons	1070	70
Kimball R J & Co	150	600
King Edwd J & Sons	100	100
Kingsley Mary B	5	5
Kitchell Mary J	12	
Knickerbacker H & Co	400	
Knowlton Edwin	14	
Kuhn Loeb & Co	200	
Kryder John	7	7
Knapp Mrs Maria M.		10
Knapp Foodie M		2
Knapp Royal C		74
Knapp Shepard		50
Kennedy Hutchinson & Co		600
Kennedy Geo H		500
Kennedy Susan A		500
Kennedy Chas L		15
Keep Albert		203
Keep W. F.		100
Keep Chas		200
Keep Augustus		150
Keep Caroline W		10
Kent Geo H		37
Kendall Susan R		20
Kendall Coraline C		20
Kendall Georgiana C		20
Kenney H & W		200
Kenney Henry		162
Kellogg Charles		100
Kellogg Mary Leake		10
Kernan Wm		100
Knight Sylvester		100
Knight Mrs E. W.		8
Kimball Emily F		50
Kimball Ann & Livonia C		80
Kinney Mason		20
Kirby Clark		20
Knowlton D. O.		85
Lawrence Jno & Co	2600	200
Lawrence J V H	2200	
Lapsley Howard and Co	500	
Ladenburg Thalmann & Co	900	
Lansburgh S	300	
Lane Geo E	50	
Lawless John	2	
Laws John R	50	500
Lee and Ryan	500	
Lee Higginson & Co	30	

Names	Number Shares of Stock	
	Common	Preferred
Lovejoy & D & J H	40	
Leary Arthur	200	
Leake Robt	100	
Lovejoy Fanny F. J	10	
Leeds Mary A	65	90
Lewis Emeline	25	
Livingston Mary L	8	9
Lockwood F M & Co	1900	200
Lockwood F St John	100	
Lockwood & Co	100	
Lloyd Alfred	100	
Lounsbery & Hoggin	200	
Lucas S. F.	18	
Latham Alexander & Co		200
Lawrence Thomas N		2200
Lawrence Eloise L		100
Lawrence Mrs Margaretta		100
Lawrence Jno K Estate of		300
Lawrence Chas F		300
Lamarche H Sons		40
Latimer Henry P		100
Large Laura		1
Landon Fitch		20
Lachaise E. A.		58
Lawton Adm		86
Lansing Chas B.		70
Lazarus J. H.		50
Leroy Chas E.		1000
Leiter L. Z.		200
Leake R B		10
Leake Fred K		200
Leake John		10
Leake Chas R		10
Leake F. Gdn		10
Leroy M. E.		20
Leonard Mrs Mary L		1
Learned Joshua C		15
Livingston Johnston		149
Lichtenauer Jos M.		23
Lothrop M J.		10
Low & A & E Westervelt Exrs		100
Lockwood W B		20
Lockwood Stanford		18
Loomis A. G.		5
Lord Geo C. F. B. Seabody & C Bancroft Trustees		70
Loomis Elias		60
Lutgens J. F.		20
Lucas Harriet		50
Lynch Jas L		300
Lynes Emily A		10
Lyle J. S.		116
Mr Kim John H.	600	200
Mr Cool Danl	10	
Mr Cormick C H	6	6
Mr Ilvine Mrs A F.	50	
Mr Lane C H.	10	
Mr Cagin Robt Jr	25	
Maltbie & Peers	100	
Marx & Co	200	500
Mason & Smith	100	
May & King	600	400
Mason Mrs Fanny A	10	
Martin Ralph	200	
Marie Sarah S	240	250
Mayer Alexa J	400	400
Mary Francis H.	100	
Mandelbaum Dr J	10	
Maurer Geo	14	14
Macaulay Hy D.	100	100
Mather Rev. M A	35	
Martin Sarah H	25	
Mercantile Ins. Co	100	
Meeker C J.	400	
Mead Eliza W. D.	10	
Merritt Douglas	50	
Miller Francis & Co	500	
Miller Wm Starr	200	100

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Miller Geo A	100		Matson S J.		8
Mills Robison & Smith	10		Maatschappij tot Beheer		
Minzesheimer C & Co	600	200	van het Administratie Kantoor		
Moore W.D. & Co	200	250	van Amerikaansche Fondsen		
Morgan H.T.	100	100	opgericht door Roes & Gosman		
Moranche Salomon	125		Ten Have & Van Essen en		
Morris Cath L	15		Jarman & Zoonen te Am-		
Morgen Mrs E R	100		sterdam		340
Morgan Helen M	8		Merritt Geo W.		100
Morton Mary J	10	8	Merritt Mrs Julia		100
Morisan Robt	20		Meyer Moritz		100
Munger R B	50		Metcalf F.		100
Munger H. S.	10		Menzie Geo L		10
Mumford Henrietta S.	75		Mills D. O.		500
Myers W.W.	400		Mills Edmund S		100
McSweeny John		277	Millner Edw		20
McLean Jas Mc		100	Miller Ephraim		400
McLean Alex		20	Miller Ichabod R		261
McCready N.L.		500	Mitchell Elizar		300
McDonald Jas		40	Milw Miss Myra R.		50
McDonald Albert J		15	Milw Miss Margaret		50
McFarlan Eliza A		20	Milw Miss Susan		50
McCready W.R.		20	Milw David S		50
Mahony David		100	Mitchell Mathilda		20
Mathez Roland		100	Morse E R & Bro		10
Martin Jos H		12	Morse Mrs J L		2
Martin Caroline		5	Moore Geo L		30
Mansfield Kath M		40	Moore C B Extr		200
Mansfield Saml M		40	Montell E A		5
Mansfield Henry L		40	Moran Bros		65
Marshall F.F.		200	Morrison Wm		100
Marvin Dwight E		8	Morrison Nathaniel H		116
Marvin Ida N		2	Morgan H.T. Extr		387
Marvin Margaret J		150	Moir Robt		500
Marvin Uriah		270	Mortimer Richd		300
Maguire Sarah F		100	Matt Jos A		150
Mallon Mary F		60	Monroe Ebenezar		100
Mack Esther C		33	Mosher Allen		60
Mark Wm		28	Monteath Peter		50

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Moss Freeman		22	Olcott F.T.	100	
Moss H.A.		34	Orr James	420	
Moss Mrs Isabella		10	Osgood J W.D.	20	
Morris Francis S		10	Osgood Eliza F	12	
Morgans M Sons		500	Opdyke & Co	500	
Montague Capt C.E.		100	Owen T.J.		300
Montague Lord Geo F.		55	Osterhoudt Ella H		50
Musgrave Stephen B.		200	Otis Laura L		100
Munroe Katharine		20	Otis Job F.		15
Muirhead Alex		20	Otis Saml D.		34
Mulford Elisha		50	O Brien Cornelius		1
Murray Geo		10	Osborn Chas F.		50
Myers L Elisa		20	Patteson W M & Co	100	600
Needham E F. & Son	10.		Patton W L & Co	25	5
N.Y. Life Ins & Trust Co			Platt Saml R	300	
Trustee N. Bunl	55	28	Palmer Dr Wm H	5	
Nichols W.S. & Co	300	100	Player Jacob Hart	40	
Nicholas A M.	100	100	Paddock L.D. Jr	50	
Noyes Geo D	15		Patton Emilie R.	25	25
Newcomb Sarah A		25	Patton Anne A	25	25
Nichols H.I. & Co		700	Peters & Tell	100	
Nichols S.S.		300	Peterboro Savgs Bank	50	
Nichols Mrs Louisa		15	Penfield Mary H	4	4
Narbury J.F.		100	Peck L.V.N.	10	
Noyes S M.		200	Peck Mrs J.M.	5	50
Noyes Susan F.		8	Peters A.M. &	10	
Nott Fertius		20	Phelps Peyton	65	
North Edward		20	Phelps C.J.	10	
North Mary F.D.		6	Pelham Barbara	10	
Norton Emery &		100	Prime & Whitely	400	
Nye E.B.		26	Phipps Gardner. Est. of	300	500
Oppenheim E.L. & Co	1200	100	Prior Edw H	120	
Owen T.J. & Son	300		Price H R & H. Pott	15	
O'Neill Henry	100		Pike E	53	34
Owens & Mercer	10	50	Price Sir Arthur Jas	15	
O Brien W & J	1000	1200	Pomeroy Cox & Smith	100	
Osborn C.J. & Co	100		Probst J D & Co	2455	350
Osborn H.J.	1000		Proudfit & Redmond	200	
Olcott & Carolin	200		Porter H. H	5	

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Potter Wm H	10	29	Porter Mrs abby J.		4
Potter Horace F.	2		Pabst Mrs Julia E		10
Pott Henry	15		Post Miss Mary M		6
Pomeroy Mrs M J.	50		Prouty Shinckas		50
Post Richd R	3	26	Potter Horatio		40
Poor Olephant & Co	200		Plum Elias		100
Pullar Alfred	30		Quick Tennis W		50
Pullar Robt	30		Quackinbos Geo F.		20
Plunkett Kate C.	40		Quackenbos John D		20
Plunkett Miss Kate F	10		Randall & Wiemann	400	500
Pratt Laura		10	Randall Mrs Mary T.	10	
Patton Horace		5	Rayner Wm Pitt	100	100
Parsons W. Barclay		200	Reckendorfer Jas	100	
Patten Homer		5	Redmond Annie	50	
Palmer John C		35	Redmond Emily	50	
Parker & Starkpole		200	Redington Hy F	1	1
Payson Miss Amelia S		4	Richardson F. L.	100	
Parker Chas H & Wm Windsor Trustees		10	Richard Mary M F	30	
Perkins Mary D		25	Robins & Robinson	300	
Perkins Miss Frances W		18	Robinson W. F.	100	
Perkins Mary R		35	Robe Isabella Extrx	33	34
Perkins Eliz S		10	Robertson Thomas D.	1	
Peters Francis A		100	Rogers Hy B	9	41
Pearce Edwd		400	Rees Geo F.	10	
Pell Alfred		100	Roberts W. Lorimer	100	
Pressler Dr Valentine		25	Raymes Ada W		25
Perry Thomas		12	Raven Anton A		30
Perry Simeon F.		10	Ransom J H.		100
Pfizer Chas & Co		500	Randlett Thos L		50
Pierce G L		50	Ramsey Mark		34
Pierce F. T.		22	Revere Mrs R D.		50
Phillips J. A.		5	Reed Chas M		500
Pilkin Walker S		40	Reed Harriet W		
Powers H. L.		500	C M Reed & J C Harrison Extrs		16
Powers Car B.		100	Renwick James		100
Powers Ellis K		100	Riggs & Co		500
Porter Giles		50	Richardson Spencer W		100
Porter Thomas		550	Richardson Enos		200

Names	Number of Shares		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Richardson Chas C		50	Sprague Henry W	5	
Richardson J.		10	Salomon Henrietta H.	15	
Rikard R H		30	Sackett W A.	15	10
Rising Henry S		25	Staigg Matilda Admr	2	2
Richmond Van R		100	Swartz S M.	50	
Reibsam Chas R		10	Sweet Ex & Co	225	
Robb Chas		400	Stebbins H. G. & Son	500	
Rogers Governeur		100	Servis & Workman	100	
Rogers Edwd R		125	Servis Jean Crawford	588	22
Rogers Edwd R Trstee		180	Seaman Anna H	2	
Rogers J Aug		9	Stem & H. F.	100	100
Roebling Washn A		150	Sheldon Geo R	100	
Roberts Geo Trustee		16	Sweet Carrie W	100	
Roberts Hector W		70	Stephens F. M.	2	2
Roberts Osaar		90	Sebert W F	200	500
Rowe Caleb T		10	Sternbach Charles	200	
Rankinbaugh S H		100	Shipman Asa L Sons	60	
Robinson Gillah		145	Smith Ryeon L	500	
Robinson Cath F		24	Smith D. S.	20	
Rowkendorf Wm		25	Smith James	2	
Robbins H. G.		11	Smith Geo	2	
Russell Wm W		11	Smith Robt	2	
Russell Jos W		25	Smith Geo	11	10
Russell Wm G & A Firth Trstee		50	Shipley Saml R Simkins N S Jr	100 100	
Ruppaner A		500	Spring Annie E	37	
Rudd G		20	Spring Anna R	15	
Rutsen Hy		120	Shipman Asa L	60	
Ryan Thos F		100	Stoat Jos. S.	570	
Ryder Hon Hy & H. L. Antrobus		300	Stout and Co Stout and Thayer	2250 100	500 100
Ryan Jas		100	Scott W. L.	1005	
Sage Russell	100		Sautter & Co	500	500
Schwabe Ramsford & Schiff	100		Scott Geo L & Co Scott Almira	900 10	100
Savary Chas	1000		Stone & Cuming	200	
Satterly F. W.	100		Stone Edwin	50	100
Stager Anson	100		Stone Jane W	50	
Starkpole J. L.	100		Slosson Wm	100	

Number	Number Shares of Stock		Number	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Strong Lymn A Extr	50		Stone Mary S Eliz & A K		100
Shumway & Dillon	100		Stone Mrs Mary S		2
Sumner Sarah F	25		Stows Mrs Eliz K.		37
Squire Geo H.	1000		Stows Zalmon A		45
Sumner Emily D.	25		Strong Mrs Annie M		30
Sykes M L.	220	577	Strong Abrah		40
Snyder Benj	4	4	Short Chas		10
Small Susan A.		5	Scofield Cyprus		50
Starr J. C.		100	Story Augs		50
Starr Egbert		100	Sturges Susan B		20
Sharps W W. Jr		1	Scruby Wm Thos		40
Starkpole Dr Fred K		6	Snudder S. A.		100
Starkpole J L & L. S. Dabney			Snydam D. L.		100
		50	Snydam John R		100
Sage H W & Co		100	Sumner Alanson		150
Sands Miss Katherine		10	Sullivan Mrs Dina		50
Sanford Foster		30	Sutton Della Jr		25
Sanders Mrs Mary A		25	Slade Jno Est. of		18
Schaffer Maynard H		30	Stone Miss Marin		13
Sangston L		27	Trask Spencer & Co	3200	500
Sanford G. A.		3	Trask Saml	10	
Starkey Jenette C		5	Taylor Jas	50	
Schell Augustus		2500	Taylor Richard S	50	
Schell Anna		110	Tailer Edward N	100	10
Schell Augustus Extr		10	The Ulster Banking Co	713	
Schell W R		15	Tweedy Ombrie & Co.	120	
Selysmon J & W. & Co		50	The Fidelity Ins. Trust &	19	19
Sears Miss Emily E		200	Safe Dep. Co Atty in fact		
Sears Miss Emily E Jdn		200	for Lucie Morlot		
Sears David		100	The Fidelity Ins Trust &		
Seymour W W		20	Safe Dep Co Atty in fact	18	20
Seymour Jas C		26	for Lucie Morlot		
Seymour Maria L		200	Trevithick Mary	20	
Seymour Mrs M. T. A		60	Tileston H & Co	100	100
Seymour Mary J		27	Sterling Mary H		8
Stearns Anna a A		19	Seaman Isaac W		20
Stearn C H		20	Schenerhorn A. L.		50
Stearn Wm S		12	Schenerhorn Jno W		50
Shearman E B		60	Sherman David H		50.

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Sherman S		123	Turner Mrs E T.	100	
Sherman Jas A		40	Tucker Wales	50	
Seaton E B.		15	Tucker James	50	
Seaton Georgianna H		50	Tenenan & Coolidge	3000	
Scheftel Adolph		700	Taylor W B & Co.		500
Sevilla Jose		500	Taylor Moses		1000
Smithers C. H. & Co		600	Taylor Hudson		58
Simpson Michael H		2000	Taylor Therese E. A		
Sejar Sly. D.		300	W E Sly de & Jas Wales Extrs		150
Swiffin J. C.		10	Tappin & Stokes		80
Smith Eleanor L		3	Tappin John S		12
Smith H Louisa		4	Travelers Ins Co		100
Smith Wilfred		10	Tailer Henry T. Edwd		
Smith Byron L			L & Sophia & Jas B.		10
Leslie Carter & Ernest Carter Trustees		62	Tailer Robt W		10
			Tailer W H		10
Smith Adm Herr		300	Tailer W H & Robt W		
Smith C W & J. E.		100	Testees & C Mary T Spencer		10
Smith Chas H.		5	Tailer W H & Robt W		
Smith J Laurence Foster		62	Testees E A Townsend		10
Smith Mrs Corinth S		2	Turner T. C.		20
Smith Lenox		200	Thayer Mrs C E		3
Simonson W H Trstee		64	Talcott Thos D		2
Sill Geo D		20	Talcott Sylvester		2
Sisson Caroline C		60	Talcott Wait		2
Stickney W W		8	Talcott Mrs T. W		2
Stone Amasa		700	Talcott Wm A		5
Tingey Char. C.	80		Talcott Mrs T. B.		4
Trippe Mary L	24		Talcott Henry W		2
Thorne J W & Co	100		Talcott Mrs Fanny C		5
Thornton Rev W H	50		Terry Thomas		600
Thompson Eugene	200		Terry Emily Florence		12
Thompson John	100		Trevithick Mary & Trees H		100
Trotter Wm	100		Tree L E		15
Townsend Effingham	100	300	Ten Have J L		10
Thompson Mrs J. A.	100		Tichenor W. J.		400
Thompson Jedida M	4		Tinker Henry C		10
Thomas Gertrude H	40		Tiffany Chas L		100
Turner Manuel & Co	300	100	Titus Geo B		150

Names	Number Shares of Stock	
	Common	Preferred
Tilles Geo		200
Tilles Epinetus		100
Townsend Isaac		100
Thompson Jas T.		211
Thompson John		200
Thompson Miss Eliz T		100
Thompson Jas A		6
Thompson Car B		20
Thompson John		30
Trowbridge E H		100
Townsend John		50
Thomas F R. Jun		60
Tay Jos		50
Thurston Mrs Rachel H		150
Tucker A E.		100
Turner Mrs J. A.		40
Tufts John M		55
Tryon Mrs Mary F		20
Unger Chas & Co		100
Ulshoeffer M		50
Van Dyk & Williams	500	
Van Emburgh & Atterbury	200	
Van Nest Abm R	500	400
Vanderhoof Mrs Mary F	15	
Varney Chas A	10	
Vermilye & Co	1800	1700
Von Hoffman & Co L	100	100
Von Hoffman & Co in trust for E T. Roden	8	8
Von Hoffman & Co in trust for E Thos Roden	5	5
Von Hoffman & Co in trust for A C Roden	1	1
Von Hoffman & Co in trust for F. Bruguiere's Fils		55
Vanderbilt W. H.		45.300
Vanderbilt C		10000
Vanderbilt W K		8000
Vanderbilt F. W		5000

Names	Number Shares of Stock	
	Common	Preferred
Vanderbilt Mrs F. A.		100
Von Orden W H & Saml		
M Connell Ex & Co		100
Van Wagenen Mary E		10
Van Wagenen Cath		20
Van Ase Joel G		10
Valentine Emily N		25
Valentine Susan		25
Valentine Saml M		100
Van Benth J H		15
Van Evera Horace		30
Van Loan Frank		50
Van Sands Lot D.		50
Van Tassel Chas		20
Verdon Ann		30
Victor F & Achilles		5
Watjen Toel & Co	500	100
Wadsworth & White	900	100
Wadsworth W B	900	
Wallace Danl	700	
Ward Marcus L	50	
Ward Marcus L Jr	10	
Watson Don Alonzo	200	500
Walgrove E W.	100	
Warner Sly S	100	
Walker John B	17	20
Walker Eliza	11	11
Walker Mary Ann	3	3
Walbridge Lattie C	3	
Walsh Chas Alison	50	
Warren Geo Henry	900	400
Weeks Saml Jr	100	200
Webb W S	230	
Webb Lila Osgood	37	
Weaver Griswold	1	
Wells Chas T	28	15
Weston & De Billier	300	
Wilcox D. C.	700	
White house and Co	1300	

Names	Number Shares of Stock	
	Common	Preferred
White Morris & Co	500	210
White S W & Co	25	
White H. C.	15	
White Geo	10	
Wiley W. I. & Co	100	
Wickham & Halsted	100	100
Wright Geo W	200	
Whitewright Wm	500	500
Wilson W K	25	
Winthrop Edgarton L	150	
Williams W W	20	10
Whipple Elisabeth S.	1	
Willets Jas R	10	
Whitbeck Francis M	55	
Wise Chas	100	
Wile Isaac	50	
Work Strong & Co	6300	1380
Work Frank	400	200
Workman Robt & Co	780	
Workman Robt & William	260	
Workman Thos	120	10
Workman J & R	171	
Workman William	15	
Workman John	80	
Workman Robt Wm & Marion	85	
Workman Rev. Robt	299	
Workman J & T	50	
Workman Sarah Teile	10	
Warden Webb & Co	7030	3150
Worden Smith	35	
Wood Hurtin & Co	100	
Wallace F. B.		100
Wallace F. B & Co		50
Wales Francis E		100
Wales Eadd H		100
Wales Salem H		60
Ward Hon Wm Jno		35
Warne Eliz A		50
Warren Fitzhugh W		2

Names	Number Shares of Stock	
	Common	Preferred
Walker Thomas		18
Walker Jas		18
Walker Sarah Mc		20
Walker N B		13
Walker Mrs Susan F		10
Wade Monson		10
Westervelt Mary J		50
Westcott Margt J		500
Westervelt Elsworth		50
Westervelt Alice H		50
Westervelt J. C.		50
Wheelright Mrs Sarah		5
Weld W F. Trustees of Est.		645
Weld W F		215
Wendell B R		200
Welstead C M.		120
Welles John C		100
Welles John S		25
Wells Cassius		15
Wheeler Hattie F		10
Wheeler Jane F.		20
Wheeler Lucy M		10
West Joseph		90
West Sarah		27
Welspiel Lewis		10
White house Mrs Fannie		50
Willmus Giles		200
Williams Alma S		25
Williams Jefferson W		15
Willink Wm Edwd		87
Willink Alfred Henry		87
White Edwd		100
White Dorillo		100
White Mehritable		30
White Delia S		20
White Miss Roerick S		5
Wright John M		20
Whitewright Wm in trust		100
Wiswall Lilian L		5

Names	Number Shares of Stock		Names	Number Shares of Stock	
	Common	Preferred		Common	Preferred
Wilson W. C.		40	Woodward Jonathan		40
Wilson W C, J J & H R Trustees		40	Woodward Mary		5
Wilcox Mrs Annie E		5	Woodman Mary R		15
Wilcox Geo S Trustee		5	Worcester Edwin D		100
Wilcox Fred K		10	White Miss Margt Extx		568
Wilcox Geo S		10	Yang Maj Gen Ralph		100
Williamson William		10	Young D. L.		50
Whiting Mrs Lydia R		50	Young Thos F		100
Winslow Lanier & Co		500	Young Lydia B		5
Warden & Co		20	Young Chas L		50
Woodhouse James F		600	Young Adolphus Wm		100
Ward John		20	Zabriskie C Jr		200
Ward Chas		20.			

We certify that the foregoing is a true and correct List of the Stockholders of the Chicago & North western Railway Company, with the Number of Shares of Stock held by each, as recorded on the books of the Company on the 2nd day of June 1882.

Albert Keep President

Attest M. L. Sykes Secretary.

Seal

To Whom it may concern:

We Albert Keep President and J. B. Redfield Secretary of the Menominee River Railroad Company, do hereby certify:

That Articles of Consolidation of which a true and full copy is hereto annexed were executed by and between the Chicago and North western Railway Company, the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company.

That the said consolidation was duly authorized by the Board of Directors and sanctioned and approved by the Stockholders of the said Menominee River Railroad Company, by a vote of Stockholders holding and representing the entire amount of Capital Stock of said Company at a special meeting of Stockholders called for that purpose and held at Escanaba Michigan on the fourteenth day of September 1882 notice of which was duly published at which meeting a resolution was unanimously adopted and is entered in the records

of said Company as follows, to wit:

"Resolved: That the Stockholders of the Menominee River Railroad Company do hereby sanction and approve the agreement made by the Directors of this Company and executed by the officers of this Company bearing date July 1st 1882. consolidating the Capital Stock property and franchises of this Company, with the Capital Stock property and franchises of the Escanaba and Lake Superior Railway Company and with the Capital Stock property and franchises of the Chicago and North western Railway Company, upon the terms and conditions expressed in the said Articles of agreement and consolidation which are hereby declared to be the agreement of this corporation as follows to wit:"

(See Articles attached hereto)

And we do hereby further certify: That the following list contains a correct statement of the name of each person who was a Stockholder of said company on the 14th day of September A. D. 1882 and of the number of shares of Capital Stock of said Company, owned and held by each of such Stockholders on the day last aforesaid and that such list contains the names of all the Stockholders of said Company at the date aforesaid:

Name	No. of shares
Albert Keep	1
Albert Keep Trustee	11875
M L Sykes	1
J B Redfield	1
M Hayhitt	1
M M. Kirkman	1
Total	11880

In Witness Whereof: The said President and Secretary have hereunto set their respective hands and affixed the corporate seal of the said Company this nineteenth day of September A. D. 1882.

Albert Keep President
Menominee River Railroad Company
J B Redfield Secretary.

Seal.

To Whom it may concern:

We Albert Keep President and J B. Redfield Secretary of the Escanaba and Lake Superior Railway Company do hereby certify:

That Articles of Consolidation of which a true and full copy is hereto annexed were executed by and between the Chicago and North western Railway Company, the Menominee River Railroad Company and the Escanaba and Lake Superior Railway Company.

That the said Consolidation was duly authorized by the Board of Directors and sanctioned and approved by the Stockholders of the said Escanaba and Lake Superior Railway Company by a vote of Stockholdes holding and representing the entire amount of Capital Stock of said Company, at a Special Meeting of Stockholders called for that purpose and held at Escanaba Michigan on the 14th day of September 1882 notice of which was duly published, at which meeting a resolution was unanimously adopted and is entred in the records of said Company as follows to wit:

"Resolved: That the Stockholders of the Escanaba and Lake Superior
" Railway Company do hereby sanction and approve the Agreement made by
" the Directors of this Company and executed by the Officers of this Company
" bearing date July First AD 1882 consolidating the Capital Stock property and
" franchises of this Company, with the Capital Stock property and franchises
" of the Menominee River Railroad Company and with the Capital Stock
" property and franchises of the Chicago and Northwestern Railway Company
" upon the terms and conditions expressed in the said Articles of Agreement
" and Consolidation, which are hereby declared to be the agreement of this
" corporation as follows, to wit:

(See Articles attached hereto)

and we do hereby further certify: That the following list contains a correct statement of the name of each person who was a stockholder of said Company on the 14th day of September A.D. 1882 and of the number of shares of Capital Stock of said Company owned and held by each of such Stockholders on the day last aforesaid and that such list contains the names of all the Stockholders of said Company at the date aforesaid.

Name	No. of Shares
Albert Keep	1190
Albert Keep Trustee	3070
M L Sykes	10
J B Redfield	10
M Sluyhitt	10
Jas H Howe	10
M M Kirkman	10
B. C. Cook	10
Total	4320.

In Witness Whereof. The said President and Secretary have hereunto set their respective hands and affixed the Corporate Seal of the said Company this Nineteenth day of September A.D. 1882

Albert Keep President
Escanaba and Lake Superior Railway Company
J B Redfield
Secretary

Seal

Articles of Agreement and Consolidation.

made this first day of July A.D. 1882. by and between the Chicago and Northwestern Railway Company formed and organized under franchises to be a corporation granted by the States of Illinois, Wisconsin and Michigan party of the first part, the Menominee River Railroad Company duly formed and organized under franchises to be a corporation granted by the States of Wisconsin and Michigan party of the second part, and the Escanaba and Lake Superior Railway Company duly formed and organized under franchises to be a corporation granted by the State of Michigan party of third part.

Witnesseth:

Whereas: the parties hereto are desirous of consolidating with each other and are by their Charters and by the laws of said States in that behalf duly authorized and empowered to consolidate the capital Stock of each of said companies with the Capital Stock of the other Companies on such terms as shall be agreed upon by the Directors of such companies parties hereto.

And Whereas: the lines of railroad of said companies herein after described form continuous and connected lines of railroad and are not parallel or competing lines.

And Whereas: the terms of such consolidation have been agreed upon between the boards of Directors of the respective parties hereto as the same are herein after set forth.

Now Therefore this agreement witnesseth: in consideration of the mutual covenants, agreements and grants herein contained the said parties of the first second and third parts do by these presents merge combine and consolidate their respective capital Stocks, franchises, grants immunities, privileges, capacities, properties and rights of every name and nature into one company that is to wit the Chicago and Northwestern Railway Company which said company shall from henceforth have and possess all and singular the rights franchises, powers, immunities, privileges and capacities which are or have been granted to or conferred upon or possessed or enjoyed by either of said parties hereto by or under enactments of the said States of Illinois, Wisconsin and Michigan.

And this Agreement further Witnesseth: that the said parties of the first, second and third parts have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of such consolidation, which terms and conditions the said parties of the first second and third parts mutually covenant promise and agree to observe, keep and perform.

Article 1. The persons who shall be Directors of the Chicago and Northwestern Railway Company at the time of such consolidation shall be the Directors of the consolidated Company and shall act as such until their successors are duly elected; and the persons who shall be officers agents or employes of the Board of Directors of the Chicago and North-

Western Railway Company at the time of such consolidation shall continue to act as such until otherwise ordered.

Article 2. The Board of Directors of said Company shall be constituted in all respects as the Board of Directors of the said party of the first part is now constituted with the same rights, powers, duties and tenure of office. Regular annual meetings shall be held as now provided by the charter and by-laws of said Company. The said Board of Directors or the Executive Committee may appoint such officers and establish such by-laws as they see fit and change or alter the same at pleasure.

Article 3. The by-laws and the corporate seal of the said company shall be that of the Chicago and Northwestern Railway Company until otherwise ordered.

Article 4. Common preferred and special stocks of the Chicago and North Western Railway Company shall be the common preferred and special stocks of the said consolidated company under the same conditions in all respects as are now provided for.

Article 5. The stock of the said Menominee River Railroad Company shall be convertible into the common stock of the Chicago and Northwestern Railway Company at the election of the holders thereof on the following terms and conditions. Each holder of said Stock of the Menominee River Railroad Company may receive one share of the common Stock of the said Chicago and Northwestern Railway Company for each share of the stock of said Menominee River Rail Road Company surrendered by him to such Company.

Article 6. The Stock of the said Escanaba and Lake Superior Railway Company shall be convertible into the common stock of the Chicago and Northwestern Railway Company at the election of the holders thereof upon the following terms and conditions, each holder of the said Stock of the Escanaba and Lake Superior Railway Company may receive one share of the common Stock of the Chicago and Northwestern Railway Company for each share of the stock of said Escanaba and Lake Superior Railway Company surrendered by him to such Company.

Article 7. The Capital Stock of the said Chicago and Northwestern Railway Company after said consolidation is hereby declared to be the aggregate of the stocks, preferred, common and special which the respective Companies were and are authorized to create by virtue of the laws applicable thereto and all which the said Chicago and Northwestern Railway Company is authorized to create or issue by virtue of the provision of its charters and by general and special laws of said States all of which powers are hereby expressly preserved to said company.

Article 8. Each and every existing bond, lease, contract, agreement, obligation, trust or liability, heretofore entered into assumed or agreed to either by the Chicago and Northwestern Railway Company or by the Menominee River Railroad Company or by the Escanaba and Lake Superior Railway Company shall be sacredly discharged, fulfilled and observed by the said Chicago and Northwestern Railway Company after said consolidation and each and every of the acts, assumptions, proceedings resolutions and doings of the respective Boards of Directors of the said Companies and their authorized Agents, officers and committees shall be and the same are hereby ratified, confirmed, and made valid and shall

be observed by the said Chicago and Northwestern Railway Company.

And these presents further Witnesseth that the said party of the second part in consideration of the premises and of the sum of one dollars to it paid the receipt whereof is hereby acknowledged doth hereby grant, convey, assign set over, to and vest in the said Chicago and Northwestern Railway Company for the purpose of such consolidation all the railroads of the said party of the second part now built or in process of construction and including all branches built or in process of construction and all the equipments implements and materials used or acquired therefor and all rights privileges, immunities, franchises, powers and all the lands and rights in lands and property money and effects, real, personal, and mixed and all rights of action and things of every name and nature now held or owned by the said party of the second part or in or to which the said party of the second part hath any right, title interest or claim either in law or equity; and also all the lands and rights to lands to which the said party is entitled or may hereafter become entitled, by, through or under any laws and enactments which have been or may hereafter be passed by the Congress of the United States or the Legislature of the States of Wisconsin or Michigan.

And the said party of the third part in consideration of the premises and of the sum of one dollar to it paid the receipt whereof is hereby acknowledged doth hereby, grant, convey, assign and set over to and vest in the said Chicago and Northwestern Railway Company for the purpose of such consolidation all the railroads of said party of the third part now building or in process of construction and including all branches built or in process of construction and all the equipments implements and materials used or acquired therefor, and all rights privileges and immunities, franchises, powers and all lands and rights to lands and property money and effects, real, personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the third part or in or to which the said party of the third part hath any right title interest or claim either in law or equity, and also all the lands and rights to lands to which the said party is entitled by, through or under any laws and enactments which have been or may hereafter be passed by the Congress of the United States or the Legislature of the State of Michigan.

And the said parties of the first, second and third parts for the consideration aforesaid do mutually agree and declare that the said consolidation shall take effect and the said consolidated company shall go into operation immediately upon the adoption and ratification of these Articles of Consolidation by the Stockholders of said Companies and the Board of Directors of the said consoli-

solidated Company shall have full powers to carry said consolidation into effect by all necessary or proper acts or things for that purpose.

In Testimony Whereof the said parties of the first second and third parts have caused these presents to be signed by their respective Presidents attested by their respective Secretaries and respective corporate Seals to be thereto attached the day and year first above written.

Chicago and Northwestern Railway Company
By Albert Keep
President

Seal

Attest M L Sykes
Secretary

Menominee River Railroad Company
By Albert Keep
President

Seal

Attest J B Redfield
Secretary

Escanaba and Lake Superior Railway Company
By Albert Keep
President

Seal

Attest J B Redfield
Secretary.

We hereby certify: That the eight (8) pages immediately preceding this certificate is the copy of Articles of consolidation referred to in each Certificate preceding and attached to said articles

Albert Keep President
J B Redfield Secretary.

State of Illinois
Cook County } ss. Be it remembered that on this twelfth day of September in the year one thousand eight hundred and eighty two before me J F. Cleveland a Notary Public in and for said Cook County, in the State of Illinois, duly appointed and qualified personally appeared Albert Keep, President and Martin L Sykes Secretary of the Chicago and Northwestern Railway Company, who are personally Known by me to be the same persons who executed the foregoing instrument as such president and secretary respectively. And having been by me first duly sworn the said Albert Keep did depose and say, That he is the President of the Chicago and Northwestern Railway Company and that he signed the foregoing

instrument by the authority and direction of the Board of Directors of said Company. And the said Martin L Sykes did depose and say That he is the Secretary of the Chicago and Northwestern Railway Company and the Keeper of its corporate Seal, That the seal affixed to the foregoing instrument purporting to be its corporate seal, is such corporate seal, That it was so affixed by the authority and direction of the Board of Directors of the Chicago and Northwestern Railway Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Martin L Sykes severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Chicago and Northwestern Railway Company for the uses and purposes therein set forth

In Witness Whereof I have hereunto set my hand and affixed my notarial Seal the day and year last above written.

Seal

J F. Cleveland
Notary Public

State of Illinois
County Cook } ss.

Be it remembered that on this twelfth day of September in the year one thousand eight hundred and eighty two before me J F. Cleveland a Notary Public in and for said County in the State of Illinois, duly appointed and qualified personally appeared Albert Keep President and Joseph B Redfield Secretary of the Menominee River Railroad Company who are personally Known by me to be the same persons who executed the foregoing instrument as such President and Secretary respectively and having been by me first duly sworn the said Albert Keep did depose and say, that he is the President of the Menominee River Railroad Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company.

And the said Joseph B Redfield did depose and say That he is the Secretary of the Menominee River Railroad Company and the Keeper of its corporate seal that the seal affixed to the foregoing instrument purporting to be its corporate seal is such corporate seal, That it was so affixed by the authority and direction of the Board of Directors of the Menominee River Railroad Company and that he signed the

foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B. Redfield acknowledged to me that they had executed the foregoing instrument as such Presidt and Secretary respectively as the free and voluntary act and deed of the Menomonee River Railroad Company for the uses and purposes therein set forth.

Seal

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above written

J F Cleveland
Notary Public.

State of Illinois
Cook County } ss.

Be it remembered that on this twelfth day of September in the year one thousand eight hundred and eighty two before me J. F. Cleveland a Notary Public in and for said Cook County in the State of Illinois duly appointed and qualified personally appeared Albert Keep President and Joseph B. Redfield Secretary of the Escanaba and Lake Superior Railway Company, who are personally known by me to be the same persons who executed the foregoing instrument as such President and Secretary respectively, and having been by me first duly sworn the said Albert Keep did depose and say That he is the President of the Escanaba and Lake Superior Railway company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company and the said Joseph B Redfield did depose and say That he is the Secretary of the Escanaba and Lake Superior Railway Company and the keeper of its corporate Seal. That the seal affixed to the foregoing instrument, purporting to be its corporate seal is such corporate Seal. That it was so affixed by the authority and direction of the Board of Directors of the Escanaba and Lake Superior Railway Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B Redfield severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Escanaba and Lake Superior Railway Company for the uses and purposes therein set forth.

Seal

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

J. F. Cleveland
Notary Public

Recorded October 12th 1882.

Chicago St Paul and Minneapolis Railway Company.
Deed of Release.

This indenture, made the twenty eighth day of September 1882. between William H Leonard of the State of New York, party of the first part, and J W Randall Jr. Jerome Gurley, William Connell, J. F. Ellis, D. J. Spaulding, George W Pettit, Solomon R Cannon, R. H Wellington & Co, C. M. Anderson, Hugh B. Mills, George L. Lloyd, August Krebs, J. L. Gates, Mathias Saurau, Christ. C. Thompson, J R. Sturdevant, C E Russelle, J. A. Gundy, Henry Bailey, J. C. Snowdon, William Laird, Mathew I Norton, and James I Norton, M & Ring, C A Youmans and D M Sturdevant, William McIvor, Nelson Sellar, L Augustus Waldvogel, John Johnson, Theodore Wright, Gilbert Thompson, Gustav Folgin, James Seymour, Charles Mason, Andreas Holm, Hans Anderson, Bernhard Henson, S.B. Axonby, Charles Jeske, J W LaPointe, William Laughman, Mrs Rebecca Kerkoff, S.S. Paine, Joseph Hebert, the Northwestern Lumber Company, Harvey M Preston, Charles Nemitz, Martin Madson, D. E Decker, Effie V. Knapp, Louis Dunkley, Lawrence Anderal, Herman Hart, Antony Shamer, Morris Fluckman, Joseph Seibel, Andrew Johnson Morton, Lars Larson, Martin Ludtke, Thomas English, F. Wm Krause, John Rodwell, Esther Dickerson, Christopher Thompson, Wm W McFarland, Frank Purdy, Charles I Jobes, S D Carter, Katie Bayard, N. L Stone, Frederick W. Addison, F W. Breitenfeld, Charles E Morgan, James A Rogers, Michael Kistner, John H. Coolidge, Stener Amundson, Julius Mainskie, Chippewa Lumber & Boom Company, Louis Brockman, Thomas B. Mills, James Hewitt, Heirs Palmer, John F. Goodalem, Andrew H Sebastuen, Hans Henderson, Wm H. H. Beebe, Alphonso Adair, Jane Powell, Emil Krueger, Thomas F. Frawley, Adam Kehrwold, Prentiss H. Pitman & Wm I Newton, Fred F. Thompkins, Aaron Nelson, A.J. Preston, John Swenson, John Trudblock Jr. Michael Breiter, Oscar Bowen, Norman R. Johnston, John R Johnston & Nathaniel W Cornett, Edward Bradley, John E Edegard, Richard H Wellington & William H. Fischer, Benjamin B. Healy, Karl J. Ekern, Leopold Simon, Albert Estey, Perry O Nichols, H. Schlegelmilch, Agnes McGregor, Lorenzo D. Brown, Herman Schuster, A.C. Sheppard, F.L. Seidelmeyer, N.B. Tower, J.E. Cornwell, Nels N. Nelson, T.J. Starkman, John H. Sievers, William Singerhouse, Jacob Knopps, Thomas Reiland, Joseph Fittmann, Andreas Wetke, Lorenzo & William A. Bennett, Albert Wiesgalla, M Brown, Thos B & John H Mills, Robert Plumley, Chas Sonnenberg, Christoph Schmidt, Michael Wood, Charles L Flint, Geo. R. Shaw, Theodore A. Bretton, Louis Bauer, Charles Skinner, James Hobart, August Walther, James Henry Johnson, John Faulus, C N Paine, & Co. Elijah Davenport, Lewis Olson, Rasmus Davidson, C F. Cole & L Dibble, John Low, John Regent, Michael Hay, A. I. Trow & Co, Ruben I Bartholomew, Lewis Brockman, Harvey W Kellogg, Henry Roseth, Eau Claire Lumber Company, Wm J Denlap, T. J. Johnson, Niels Olson

Sondlee, Gilbert F Steig, C W Pettit, Randolph Thiel, Casper Nurnberger, Charles W Rees, C Mortinson J M Bartlett, H W Nelson, Charles Sauer, Michael Janke, John Johnson, Philip Schickel, parties of the second part

Witnesseth: Whereas the Chicago St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin to the West Bank of the St Croix Lake or River, in the State of Minnesota opposite the town of Hudson, in the State of Wisconsin, and the equipments appurtenances, property revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said town of Hudson to the city of St Paul, and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the said West Wisconsin Railway Company and for which the said West Wisconsin Railway Company had received payment in full at the time its road and lands were sold under a decree of foreclosure against said West Wisconsin Railway Company; To secure a series of bonds issued by the Chicago, St Paul and Minneapolis Railway Company, to the amount of two millions seven hundred thousand dollars, called Land Grant Income Bonds, constituting a first lien upon the said lands granted by Congress aforesaid, and to secure another series of bonds issued by the Chicago St Paul and Minneapolis Railway Company, to the amount of three millions of dollars, called first Mortgage Railway bonds, constituting a second lien upon said lands granted by Congress as aforesaid except that portion of said lands used for Railway purposes; each of the said bonds, being authenticated by a certificate endorsed thereon, and duly signed by the said Trustee that such bond or obligation formed a part of the respective issues or series of bonds.

And Whereas, the lands herein after described were conveyed to the said West Wisconsin Railway Company by Patents from the United States of America, and from the State of Wisconsin, together with other lands, and under a judgment of foreclosure and sale in the Circuit Court of the United States for the Western District of Wisconsin, in a certain action wherein William H Leonard and John Dutton Steele were plaintiffs, and the West Wisconsin Railway Company and others were defendants, the lands herein after described, and other lands, were conveyed to Henry H Porter, David Dows and Walston H Brown, and by them to the Chicago St Paul and Minneapolis Railway Company, and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto,

became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the sixth Article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all lands thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago St Paul and Minneapolis Railway Company, previous to such release, and provided further that the said bonds or obligations and the accrued interest thereon, shall at any time hereafter be received by the Trustee from the Company, at the nominal or par value thereof as expressed on the face, in any amount in payment for lands.

Whereas, also, the lands herein after described have been sold and conveyed by the Chicago, St Paul and Minneapolis Railway Company to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of sixty eight thousand three hundred and seventy nine and 70/100 Dollars, received in First Mortgage Land Grant Income Bonds, of the Chicago, St Paul and Minneapolis Railway Company, to him in hand paid, does hereby release and quit-claim, and by these presents has released and quit-claimed to the said parties hereto of the second part, their heirs and assigns, respectively, from the lien of the said Mortgage or Trust Deed, all and singular the following described pieces or parcels of land, situate in the said State of Wisconsin, and herein described according to the United States Survey viz:

To G W Randall &c The South West Quarter (1/4) of the North West Quarter (1/4) of Section No Twenty five (25) in Township No Twenty seven (27) North, Range No Six (6) West. To Jerome Gurly: The South West fractional Quarter (1/4) of the North west Quarter (1/4) of Section No Thirty one (31) in Township No Twenty Nine (29) North Range No Fourteen (14) West. To William Connell: The North East Quarter (1/4) of the South East Quarter (1/4) of Section No Thirteen (13) in Township No Twenty Eight (28) North Range No Eight (8) West. To J F Ellis: The West fractional Half (1/2) of the South West Quarter (1/4) of Section No Thirty one (31) in Township No (30) Thirty North Range No Eleven (11) West. To D J Spaulding: The South East Quarter (1/4) of the North west Quarter (1/4) and the North East Quarter (1/4) of the South west Quarter (1/4) of Section No Three (3) the North West Quarter (1/4) of the South West Quarter (1/4) of Section No Thirteen (13), the North Half (1/2) of the North East Quarter (1/4) and the South West Quarter (1/4) of the South West Quarter (1/4) of Section No Twenty five (25) all in Township No Twenty Four (24) North Range No Three (3) West. To George W Pettit: The South East Quarter (1/4) of the South West Quarter (1/4) of Section No Nineteen (19) in Township No Twenty Eight (28) North Range No Fifteen (15) West. To Solomon Canon: The South west Quarter (1/4) of the North East Quarter (1/4) of Section No Eleven (11) in Township No Twenty Three (23)

North Range No. One (1) West. – To R H Wellington, Co. The South East Quarter (1/4) of the South East Quarter (1/4) ~~of the South East Quarter (1/4)~~ of Section No. Thirteen (13) in Township No. Twenty (20) North of Range No. Three (3) West. – To C M Anderson: The South West Quarter (1/4) of the North West Quarter (1/4) of Section No. Thirteen (13) in Township No. Thirty (30) North Range No. Nine (9) West. –

To Hugh B Mills: The East Half (1/2) of the North West Quarter 1/4 of Section No. Twenty Nine (29) in Township No. Twenty (20) North Range no Two (2) West. –

To George Clay: The North fractional Half (1/2) of the North West Quarter (1/4) of Section No. One (1) in Township No. Twenty Three (23) North, Range No. One (1) West. To August Veieso The South West Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirteen (13) in Township No. Twenty Seven (27) North Range No. Seven (7) West. – To J L Gates The West Half (1/2) of the North West Quarter (1/4) the South East Quarter (1/4) of the North West Quarter (1/4) and the West Half (1/2) of the South West Quarter (1/4) of Section No. Nineteen (19) in Township No. Twenty five (25) North Range No. Three (3) West. To Mathias Sazan: The North East Quarter (1/4) of the North East Quarter (1/4) of Section No. Twenty Three (23) in Township No. Thirty (30) North Range No. Ten (10) West. To Chris C Thompson, the South West Quarter (1/4) of the North East Quarter (1/4) and the East Half (1/2) of the North West Quarter (1/4) of Section No. Twenty three (23) in Township No. Twenty One (21) North Range No. Five (5) West. To J P Sturdevant, C C Russel and E A Pendry: The South East Quarter (1/4) of the North West Quarter (1/4) and the West fractional Half (1/2) of the South West Quarter (1/4) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North Range No. Three (3) West. – To Henry Bailey: the North East Quarter (1/4) of the North West Quarter (1/4) of Section No. One (1) in Township No. Twenty Seven (27) North Range No. Fifteen (15) West. – To J C Snowden: The North East Quarter (1/4) of the South West Quarter (1/4) of Section No. One (1) in Township No. Twenty nine (29) North Range No. Fifteen (15) West.

To William Laird, Mathew G Norton and James L Norton: The East Half (1/2) of the South West Quarter (1/4) the West Half (1/2) of the South East Quarter (1/4) and the North East Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirteen (13) the North West Quarter (1/4) of Section No. Twenty One (21) the South East Quarter (1/4) of the South West Quarter (1/4) and the West Half (1/2) of the South East Quarter (1/4) of Section No. Twenty Three (23) and the South Half (1/2) of the North East Quarter (1/4) of Section No. Thirty Three (33) all in Township No. Twenty eight (28) North Range No. Six (6) West. – To M C. Ring C A Youmans and D Mc. Sturdevant: The North East Quarter (1/4) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North Range No. Four (4) West. –

To William W Dove: The North East Quarter (1/4) of the North West Quarter (1/4) of Section No. Thirty three (33) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West. To Nelson Sellar, the South West Quarter (1/4) of Section No. Seventeen (17) in Township No. Twenty nine (29) North Range No. Six (6) West. – To L Augustus Waldvogel: The South West Quarter (1/4) of the North East Quarter (1/4) of Section No. Fifteen (15) in Township No. Twenty five (25) North Range No. Fifteen (15) West. – To John Johnson: The North West Quarter (1/4) and the North Half (1/2) of the South West Quarter (1/4) of Section No. Thirteen (13) in Township No. twenty four (24) North of Range No. Thirteen (13) West. – To Theodor Wright: The South West Quarter (1/4) of the North West Quarter (1/4) of Section No. Thirteen (13) in Township No. Twenty Two (22) North Range No. Four (4) West. To Gilbert Thompson, The South East Quarter (1/4) of the South East Quarter (1/4) of Section No. Twenty nine (29) in Township No. Twenty Eight (28) North Range No. Five (5) West. To Gustave F. Olzen the North West Quarter (1/4) of the North East Quarter (1/4) of Section No. Fifteen (15) in Township No. Thirty (30) North Range No. Eight (8) West. – To James Seymour: The North Half (1/2) of the South West Quarter (1/4) of Section No. twenty three (23) in Township No. Eighteen (18) North Range No. Four (4) West. To J. L. Gates: The North East Quarter (1/4) of the North East Quarter (1/4) of Section No. Eleven (11) in Township No. Twenty Five (25) North Range No. Three (3) West. To William Laird, Mathew G Norton and James L. Norton The South West Quarter (1/4) of Section No. Thirty Five (35) in Township No. Twenty eight (28) North Range No. Six (6) West. – To Charles Mason: The South West Quarter (1/4) of the North East Quarter (1/4) of Section No. Thirteen (13) in Township No. Twenty four (24) North Range No Three (3) West. – To Andreas Holm: The North Half (1/2) of the North East Quarter (1/4) and the South East Quarter (1/4) of the North East Quarter (1/4) of Section No. Eleven (11) in Township No. Twenty four (24) North Range No. Nine (9) West. – To Hans Andreasan: The South East Quarter (1/4) of the North East Quarter (1/4) of Section No. Five (5) in Township No. Twenty eight (28) North, Range No. Ten (10) West. – To Bernhard Stenson: The North West fractional Quarter (1/4) of Section No. (7) Seven in Township No. Twenty Four (24) North Range No. Eight (8) West. To B. O. Annerby: The North East Quarter (1/4) of Section No. Seven (7) in Township No. Twenty Three (23) North Range No. Seven (7) West. –

To Charles Jeske: The North fractional Half (1/2) of the North West Quarter (1/4) of Section No. Seven (7) in Township No. Twenty (20) North Range No. One (1) West. – To F. W. Lapointe: The North East Quarter (1/4) of the North West Quarter (1/4) of Section No. Thirty One (31) in Township No. Twenty nine (29) North Range No. Fourteen (14) West: also the North East Quarter (1/4) of the South West Quarter (1/4) of Section No. Twenty Seven (27) the West Half (1/2) of the South East Quarter (1/4) and the South East Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirty Five (35) all in Township No. Twenty Nine (29) North Range No. Fifteen (15) West. –

To William Laughman The North East Quarter (1/4) and the East Half (1/2) of the South East Quarter (1/4) of Section No. nine (9) in Township No. Twenty nine (29) North Range No. (6) Six West – To Mrs Rebeca Rukoff: The

North Half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North Range No. Nine (9) West. — To S. S. Paine: The North West Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North Range No. Nine (9) West. — To Joseph Hebert: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty (30) North Range No. Eight (8) West. — To the North Western Lumber Company: The South West fractional Quarter (¼) the West Half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. (7) Seven in Township No. Twenty nine (29) North Range No. Six (6) West. — To Harvey McTeeston: The East fractional Half (½) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty seven (27) North Range No. Fifteen (15) West. — To J. L. Gates: The West fractional Half (½) of the North West Quarter (¼) of Section No. Thirty one (31) in Township No. Twenty Five (25) North Range No. Three (3) West. — To Charles Norrity: The North West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty (20) North Range No. One (1) West. — To Martin Maddson: The West fractional Half (½) of the North West Quarter (¼) of Section No. Thirty one (31) in Township No. (21) Twenty one North Range No. Four (4) West. To D. E. Decker: The South East Quarter (¼) of the North East Quarter (¼) of Section No. one (1) in Township No. Twenty Nine (29) North Range No. Fifteen (15) West. To M. C. King, C. A. Yommns and D. M. Stoverant: The South East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North Range No. Four (4) West. — To Effie V. Knapp: The East Half (½) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty (30) North Range No. Thirteen (13) West. To Louis Demkey: The South Half (½) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty (30) North Range No. Eight (8) West. — To Laurence Anderl: The East Half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty seven (27) in Township No. Thirty (30) North Range No. Ten (10) West. — To Herman Hast: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North Range No. Four (4) West. — To Antony Schirmer Lots Nos. Four (4) and Five (5) of Block "F." of Railroad plat of Fall Creek. — To Morris Rucksmans Lots Nos. Three (3) and Four (4) of Section No. (5) Five in Township No. Thirty (30) North Range No. Ten (10) West. — To Joseph Seibel: The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty seven (27) in Township No. Thirty (30) North Range No. Nine (9) West. — To Andrew Johnson Morken: The North West Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty (20) North Range No. Six (6) West. — To Lars Larson Lots Nos. Nineteen (19) and Twenty (20) of Block "F." of Railroad Plat of Hammon. — To Martin Ludtke: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North Range No. six (6) West. — To Thomas English: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North Range No. Seven (7) West.

To F. Wm Krause: The North East Quarter (¼) of the North West Quarter (¼) of Section Twenty Five (25) in Township No. Thirty one (31) North Range No. Twelve (12) West. — To John Goodwell: The North East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty eight (28) North Range No. Seven (7) West. — To Esther Dickerson: The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North Range No. nine (9) West. — To Christopher Thompson: The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North Range No. Fourteen (14) West. — Wm W. McFarland: The North East Quarter (¼) of the North East Quarter (¼) of Section No. thirteen (13) in Township No. Twenty Three (23) North Range No. Two (2) West. — To Frank Tersey: The North West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North Range No. Two (2) West. To Charles S. Jakes the South Half (½) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West. — To E. D. Carter: The North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty four (24) North Range No. Four (4) West. — To Katie Bayard: The West Half (½) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty seven (27) North Range No. Eight (8) West. — excepting one acre in South East Corner. — To R. L. Stow: The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty one (21) in Township No. Twenty Eight (28) North Range No. Seven (7) West. — To Frederick W. Anderson: The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty one (31) in Township No. Thirty (30) North Range No. Fourteen (14) West. — To F. W. Breitenfeld: The north Half (½) of the North West Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty six (26) North Range No. Eight (8) West. —

To Charles E. Morgan: The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Nineteen (19) North Range No. One (1) East. — To Wm H. Laird, Mathew P. Norton and James L. Norton: The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty five (35) in Township No. Twenty Eight (28) North Range No. Six (6). — To James A. Rogers: The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North Range No. Fourteen (14) West. — To Richard Kistner: The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty seven (27) North Range No. Thirteen (13) West.

To John H. Coolidge the North West Quarter (1/4) of the South West Quarter (1/4) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North Range No. Six (6) West. — To Stener Ammundson: The North West Quarter (1/4) of the North West Quarter (1/4) of Section No. Eleven (11) in Township No. Twenty One (21) North Range No. Seven (7) West. — To Julius Maschins Rice, The North East Quarter (1/4) of the North East Quarter (1/4) of Section No. Twenty Three (23) in Township No. Twenty four (24) North Range No. Twelve (12) West. — To the North Western Lumber Company: The North Half (1/2) of the South West Quarter (1/4), the South West Quarter (1/4) of the South West Quarter (1/4) and the North East Quarter (1/4) of the South East Quarter (1/4) of Section No. Five (5) in Township No. Twenty Seven (27) North Range No. Five (5) West. — To Chippewa Lumber and Boom Company: The North East Quarter (1/4) of the North West Quarter of Section No. Thirteen (13) in Township No. Twenty Nine (29) North Range No. Seven (7) West. —

To Louis Beckmann: The South West Quarter (1/4) of the North West Quarter (1/4) of Section No. Thirteen (13) in Township No. Eighteen (18) North Range No. Five (5) West. — To Thomas B Mills: The South West Quarter (1/4) of the North West Quarter (1/4) of Section No. Fifteen (15) in Township No. Twenty (20) North Range No. One (1) West. — To James Hewitt & Herman Palmer: The North East Quarter (1/4) of the North East Quarter of Section No. Twenty Five (25) in Township No. Twenty four (24) North Range No. Four (4) West. — To John F. Trodalen: The West Half (1/2) of the South East Quarter (1/4) and the South East Quarter (1/4) of the South East Quarter (1/4) of Section No. Twenty Five (25) in Township No. Twenty four (24) North, Range No. Nine (9) West. — To Anders H Swasteen: The South Half (1/2) of the North East Quarter (1/4) of Section No. Seven (7) in Township No. Twenty Five (25) North Range No. nine (9) West. — To Hans Gundersan: The North East Quarter (1/4) of the North East Quarter (1/4) of Section No. Twenty one (21) in Township No. Twenty Three (23) North Range No. Six (6) West. — To Wm H H. Beebe: The North West fractional Quarter (1/4) of the North East Quarter (1/4) of Section No. one (1) in Township No. Twenty Six (26) North Range No. Nine (9) West. — To Alphonso Adair: the West Half (1/2) of the North East Quarter (1/4) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North Range No. Fifteen (15) West. — To Jane Powell The South East Quarter (1/4) of the North West Quarter (1/4) of Section No. nine (9) in Township No. Twenty Six (26) North, Range No. Eight (8) West. — To Emil Krueger: The South East Quarter (1/4) of Section No. Seven (7) in Township No. Twenty Five (25) North Range No. Eight (8) West.

To Thomas F Teasley: The East Half (1/2) of the North East Quarter (1/4) of Section No. Fifteen (15) in Township No. (25) Twenty five North Range No. nine (9) West. — To Adam Vetterwold: The North West Quarter (1/4) of the South West Quarter (1/4) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North Range No. Eight (8) West — To J W. La Pointe: The North East Quarter (1/4) of the North West Quarter, the South West Quarter (1/4) of the North

West Quarter (1/4), the North West Quarter (1/4) of the South West Quarter (1/4) the South Half (1/2) of the South West Quarter (1/4) the South Half of the North East Quarter (1/4) and the North Half of the South East Quarter (1/4) of Section No. three (3) in Township No. Twenty eight (28) North also the South East Quarter (1/4) of the South West Quarter (1/4) and the South West Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirteen (13) in Township No. Twenty nine (29) North, all of Range No. fifteen (15) West. — To Preston H. Putnam and Orin J. Newton: The South East Quarter (1/4) of the South East Quarter (1/4) of Section No. thirty one (31) the South half (1/2) of the North East Quarter (1/4) the South Half (1/2) of the North West Quarter (1/4), the North Half (1/2) of the South West Quarter (1/4) the South East Quarter (1/4) of the South West Quarter (1/4) and the South East Quarter (1/4) of Section No. Thirty three (33) all in Township No. Twenty (20) North Range No. One (1) East. — To Fred F. Tompkins: The North East Quarter (1/4) of the North West Quarter (1/4) of Section No. Twenty nine (29) in Township No. Twenty Three (23) North Range No. Two (2) West. — To Aaron Nelson: The East Half (1/2) of the South East Quarter (1/4) of Section No. Twenty five (25) in Township No. Twenty Six (26) North Range No. Seventeen (17) West. — To A J. Nelson: The South East Quarter (1/4) of the North East Quarter (1/4) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North Range No. Fourteen (14) West. — To John Kreesan: The South West Quarter (1/4) of the South East Quarter (1/4) of Section No. Nineteen (19) in Township No. Thirty (30) North Range No. Nine (9) West. — To John Knoblock jr: The South East Quarter (1/4) of the South West Quarter (1/4) of Section No. Thirteen (13) in Township No. Eighteen (18) North Range No. Two (2) West. — To Michael Breiter: The South East Quarter (1/4) of the South East Quarter (1/4) of Section No. Nineteen (19) in Township No. Twenty five (25) North, Range No. Eleven (11) West. — To Oscar Bowen: The North West Quarter (1/4) of the North East Quarter (1/4) of Section No. (20) Twenty five in Township No. Eighteen (18) North Range No. Five (5) West. — To Norman R. Johnston John R Johnston and Nathaniel W. Cornett, The South West Quarter (1/4) of the South East Quarter (1/4) of Section No. Twenty one (21) Township No. Twenty Nine (29) North, Range No. Fifteen (15) West. — To Edward Brearley: The North West Quarter (1/4) of the South West Quarter (1/4) of Section No. Twenty three (23) in Township No. Twenty Nine (29) North Range No. ten (10) West. —

To John E. Edegard: The South Half (1/2) of the North East Quarter (1/4) of Section No. Seventeen (17) in Township No. twenty four (24) North Range No. Eleven (11) West. — To Richard H. Wellington & Wm H. Fischer: The North Half (1/2) of the North East Quarter (1/4) the South West Quarter (1/4) of the North East Quarter (1/4) and the North West Quarter (1/4) of Section No. one (1) the North West Quarter (1/4) of the North East Quarter (1/4) the South East Quarter (1/4) of the North East Quarter (1/4), the West Half (1/2) and the East Half (1/2) of the South East Quarter (1/4) of Section No. three (3), the South West Quarter (1/4) of the North East Quarter (1/4) the West Half of the North West Quarter (1/4)

the South West Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No. Five (5), the North fractional Half (½) and the North Half (½) of the South East Quarter (¼) of Section No. Seven (7) the North Half, the North East Quarter (¼) of the South West Quarter (¼), the North Half (½) of the South East Quarter (¼) and the South West Quarter of the South East Quarter (¼) of Section No Eleven (11) the West half (½) of the North East Quarter (¼) the South half (½) of the South West Quarter (¼) and the South East Quarter of Section No. Fifteen (15), The North East Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the North West Quarter (¼) of Section No Seventeen (17) in Township No. Twenty (20) North, Range No. Two (2) West. — To Benjamin B Healey: The North West fractional Quarter (¼) of the North East Quarter (¼) and the North West fractional Quarter ¼ of Section No. Three (3) in Township No. Twenty two (22) North, Range No. Three West. — To Karl J. Eckern: The North East Quarter (¼) of the North East Quarter ¼ of Section No. Nineteen (19) in Township No. Thirty (30) North Range No. Ten (10) West. —— To Leopold Simon: The North Half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North Range No. Nine (9) West. —— To Albion Estey: The South Half (½) of the North East Quarter (¼) of Section No (3) Three in Township No. Twenty two (22) North Range No. Five (5) West. —— To Terry O. Nichols: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty one (31) in Township No. twenty six (26) North, Range No. fifteen (15) West. — To H Schlegelmilch: The South East Quarter (¼) of the South East Quarter (¼) of Section No. nineteen in Township No. Twenty six (26) North Range No. Eight (8) West. — To Agnes Mc Gregor: The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Thirty (30) North Range No. ten (10) West. —— To Lorenzo D. Brown: The North West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) north, Range No. two (2) West. To Herman Schuster: The South East Quarter (¼) of the South West Quarter (¼) and the South Half (½) of the South East Quarter (¼) of Section No. One (1) the North Half of the North West Quarter (¼), the South East Quarter (¼) of the North West Quarter (¼), the North Half of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9), the North West Quarter (¼) of the North East Quarter (¼), the East Half (½) of the North West Quarter (¼), the West Half (½) of the South West Quarter (¼), the South East Quarter (¼) of the South West Quarter (¼) and the East Half (½) of the South East Quarter (¼) of Section No. Eleven (11), the West Half (½) of the North West Quarter (¼) of Section No. Thirteen (13), the North Half of the North East Quarter (¼) and the North Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) all in Township No Twenty Three (23) North Range No. One (1) West. —— To A. C. Sheppard: The North Half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty One (21) North Range No Three (3) West — To F. L. Seidemeier: The South East Quarter (¼) of Section No. Fifteen (15), the North

East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21), the North Half (½) of the South West Quarter (¼) the South West Quarter (¼) of the South West Quarter (¼) the North West Quarter (¼) of the South East Quarter (¼) and the South East quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) all in Township No. Thirty (30) North Range No Ten (10) West. — To N. B Tower: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North Range No. One (1) West. —— To J. E. Cornwell: The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North Range No. Fifteen (15) West. — To J. L. Gates: The North East Quarter (¼) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Four (4) West. To H. Schlegelmilch: The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Six (26) North Range No Eight (8) West. —— To Nels N. Nelson: The North East Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty two (22) North Range No. Six (6) West. —— To T. J. Stockman: the South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty one (3) in Township No. Twenty Nine (29) North Range No. Fourteen (14) West. —— To John H. Sievers: The North West Quarter (¼) of the South West Quarter (¼) of Section No Thirty Three (33) in Township No. Twenty five (25) North, Range No. One (1) West. —— To Andreas Holm: The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No Three (3) in Township No. Twenty Eight (28) North Range No. Eleven (11) West. — To William Singerhause: The South Half (½) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West. —— To Jacob Knoppe, The South East Quarter (¼) of the South East Quarter (¼) of Section No Seventeen (17) in Township No. Twenty Eight (28) North Range No. Thirteen (13) West. — To Thomas Heiland: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty five (35) in Township No. Thirty (30) North Range No. Eight (8) West. — To Joseph Fittmann: The South East Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North Range No Fourteen (14) West. — To Andreas Welke: The North West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty six (26) North Range No. Eight (8) West. — To Richard H Wellington & W. H. Fischer: The South East Quarter (¼ of the South East Quarter (¼) of Section No. One (1) in Township No. Eighteen (18) North. Range No. One (1) West. — To J. L. Gates: The North East Quarter (¼) of the North East Quarter (¼) The South Half (½) of the North East Quarter (¼) of the South East Quarter (¼) of the North West Quarter (¼) the East Half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter of Section No. Five (5) in Township No. Twenty six (26) North Range No. Two (2) West. — To Lorenzo and Wm A. Bennett: The South West Quarter (¼) of the North west Quarter (¼)

and the North West Quarter (¼) of the South West Quarter of Section No nine (9) in Township No Twenty Five (25) North Range No Five (5) West. — To Albert Wiesgalla: The South Half (½) of the South East Quarter (¼) of Section No Seventeen (17) in Township No Twenty Three (23) North Range No Eight (8) West. — To A. C. Sheppard: The North East Quarter (¼) the South East Quarter (¼) of the North West Quarter (¼) the North Half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No Thirty Three (33) in Township No Twenty One (21) North Range No Three (3) West. — To H. Brown: The South East Quarter (¼) of the South West Quarter (¼) of Section No One (1) in Township No Twenty Four (24) North Range No Thirteen (13) West. — To Thomas B. & John H. Mills: The East Half (½) of the North East Quarter (¼) of Section No Fifteen (15) in Township No Twenty (20) North Range No Two (2) West. — To Robert Stumley: The North West Quarter (¼) of the North East Quarter (¼) of Section No Thirty Three (33) in Township No Twenty Seven (27) North Range No Sixteen (16) West. — To Hugh B. Mills: The North East Quarter (¼) of the North East Quarter (¼), The South West Quarter (¼) of the North East Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No Three (3) in Township No Twenty (20) North Range No Two (2) West. — To Thomas B and John H Mills: The South East Quarter (¼) of the Nord East Quarter, the East fractional Half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No Five (5) in Township No Twenty (20) North Range No Two (2) West. — To Charles Sonnenberg: The South West Quarter (¼) of the South East Quarter (¼) of Section No Twenty Nine (29) in Township No Twenty (20) North Range No Six (6) West. — To Christoph Schmidt: The West Half (½) of the South East Quarter (¼) of Section No Eleven (11) in Township No Twenty Eight (28) North Range No Six (6) West. — To Michael Wood: The North East Quarter (¼) of the North East Quarter (¼) of Section No Twenty one (21) in Township No Twenty Six (26) North Range No Fifteen (15) West. — To Charles L. Flint: The South West fractional Quarter (¼) of the North West Quarter (¼) of Section No Thirty One (31) in Township No Twenty nine (29) North Range No Fifteen (15) West. — To T. B. Mills & John H. Mills The South East Quarter (¼) of the North East Quarter (¼) the North West Quarter (¼), the North Half (½) of the South West Quarter (¼) the South West Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No Twenty three (23) in Township No Twenty (20) North Range No Two (2) West. — To Geo. R. Shaw: The North Half (½) of the North West Quarter (¼) of Section No Thirty Five (35) in Township No Thirty (30) North Range No Eight (8) West. — To Theodore A. Button: The South West Quarter (¼) of the North West Quarter (¼) of Section Twenty Five (25) in Township No Twenty seven (27) North Range No Fifteen (15) West. — To Hugh B. Mills. The West Half of Section No Thirty Three (33) in Township No Twenty (20) North Range No Two (2) West. — To Agnes McGregor: The North East Quarter (¼) of the North West Quarter (¼) of Section No Seven (7) in Township No Thirty (30) North

Range No ten (10) West. — To Louis Baur: The South Half (½) of the North East Quarter (¼) of Section No Twenty three (23) in Township No Twenty Five (25) North Range No Twelve (12) West. — To Agnes McGregor: The South West Quarter (¼) of the North East Quarter (¼) of Section No Seven (7) in Township No Thirty (30) North Range No Ten (10) West. — To Charles Schriner: The South East Quarter (¼) of the North East Quarter and the North East Quarter (¼) of the South East Quarter (¼) of Section No Seventeen (17) in Township No Twenty Five (25) North Range No Eleven (11) West. — To H. B. Mills: The North West Quarter (¼) of the North East Quarter (¼) of Section No Seventeen (17) in Township No 20 (Twenty North Range No Two (2) West. — To James Hobart: The South West Quarter (¼) of the South East Quarter (¼) of Section Twenty Seven (27) in Township No Twenty five (25) North Range No Five (5) West. — To Lorenzo & Wm A Bennett: The South East Quarter of Section No Seven (7) in Township No Twenty Five (25) North Range No Five (5) West. — To August Walter: The South West Quarter (¼) of the South East Quarter (¼) of Section No Fifteen (15) in Township No Twenty Nine (29) North Range No Thirteen (13) West. — To James Henry Johnson: The East fractional Half (½) of the North West Quarter (¼) of Section No Five (5) in Township No Twenty Eight (28) North Range No Seven (7) West. — To John Faulus: The South West Quarter (¼) of the South West Quarter (¼) of Section No Three (3) in Township No Twenty Three (23) North Range No Two (2) West. — To C. N. Paine & Co The North East fractional Quarter (¼) of the North East Quarter (¼), the South Half (½) of the North East Quarter, and the South East Quarter (¼) of Section No Three (3) in Township No Twenty Two (22) North Range No Two (2) West. — To Elijah Davenport: The South West Quarter (¼) of the North East Quarter (¼) the North East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) of Section No Fifteen (15) in Township No Eighteen (18) North Range No Two (2) West. — To Lewis Olson: The South East Quarter (¼) of the North East Quarter (¼) of Section No Eleven (11) in Township No Twenty (20) North Range No Six (6) West. — To Rasmus Davidson: The West fractional Half (½) of the North West Quarter (¼) of Section No nineteen (19) in Township No Twenty (20) North Range No Six (6) West. — To C. F. Cale & L. Dibble: The West Half (½) of the North West Quarter (¼) of Section No Thirteen (13) and the South East Quarter (¼) of the South East Quarter (¼) of Section No Eleven (11) in Township No Twenty nine (29) North Range No Seven (7) West. — To John Low: The West half (½) of the North East Quarter (¼) of Section No Twenty nine (29) in Township No Twenty nine (29) North Range No Five (5) West. — To John Tryent: The West Half (½) of the North East Quarter (¼) and the East Half of the North West Quarter (¼) of Section No Twenty Five (25) in Township No Twenty Six (26) North Range No Nine (9) West. — To Michael Hay: The South East Quarter (¼) of the South East Quarter (¼) of Section No Thirty Three (33) in Township No Thirty One (31) North Range No Fourteen (14) West. — To A. S. Trow and Co: The North

West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North Range No. Three (3) West. — To Reuben S. Bartholomew: The North East Quarter (¼) of the South west Quarter (¼) of Section No. Thirty one (31) in Township No. (30) Thirty North Range No. Twelve (12) West. — To Lewis Brockmann: The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North Range No. Five (5) West. — To Harvey W. Kellogg: The North East Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North Range No. Fourteen (14) West. — To Henry Roseth: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty One (21) North Range No. Seven (7) West. — To Eau Claire Lumber Company: The North Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North Range No. Four (4) West. — To Wm J. Dunlap: The North West Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North Range No. Four (4) West. — To T. J. Johnson: The South Half (½) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North Range No. Six (6) West. — To Nils Olson Sundlie: The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Seven (27) North Range No. Eleven (11) West. — To Gilbert F. Steig: The West Half of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Three (23) North Range No. Seven (7) West. — To C. W. Settles: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty one (21) in Township No. Twenty Five (25) North Range No. Five (5) West. — To Rudolph Thiel: The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty three (33) in Township No. Twenty Six (26) North Range No. Seven (7) West. — To Caspar Neusberger: The North East Quarter (¼) of the South west Quarter (¼) of Section No. thirty three (33) in Township No. Twenty five (25) North Range No. thirteen (13) West. — To Charles W. Rees: The South East Quarter (¼) of the South East Quarter (¼) of Section No Seventeen (17) in Township No. Twenty Eight (28) North Range No. Seven (7) West. — To C Martinson: Lot No. Three (3) of Block "A" of Railway Plat of Elk Mound. — To J. M. Bartlett: The South East Quarter (¼) of the South West Quarter (¼) of Section No. three (3) in Township No. Twenty Eight (28) North Range No. Sixteen (16) West. — To H W Nelson: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North Range No. Twelve (12) West. — To Charles Power: The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North Rang No. Thirteen (13) West. — To Mathias Saraw: The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. thirty (30) North Range No. Ten (10) West. — To Michael Jainke: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Three (23)

North Range No. Five (5) West. — To John Johnson The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty one (21) in Township No. Thirty (30) North Range No. Eleven (11) West. — To Philip Scheckel: Lot No. Nine (9) of Section No. Three (3) in Township No. Twenty Five (25) North Range No. Thirteen (13) West. — To Hugh D. Mills: The South East Quarter (¼) of the South East Quarter (¼) of Section No Twenty One (21) in Townships No. Twenty (20) North Range No Two (2) West.

Containing in the aggregate eighteen thousand, seven hundred, seventy four and 71/100 Acres.

part of the said mortgaged lands conveyed as aforesaid to the party of the first part.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the right, title and estate of the party of the first part in and to the same. —

To have and to hold the same to the said parties hereto of the second part, their heirs and assigns, respectively forever, free, clear and discharged from the lien or incumbrance of the said trust Deed and the payment of the sum or sums of money therein expressed, and every part thereof.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of
R Egerton
R. J. Pattison

Wm H. Leonard (L.S.)
Trustee

State of New York. }
County of New York. } ss.

On the twenty eighth day of September A.D. 1882. personally came before me, the undersigned, a commissioner duly appointed under the laws of the State of Wisconsin, and authorized to take the proof and acknowledgment of Deeds &c. to be recorded &c. in Wisconsin, William H. Leonard to me personally known, and known to me to be the person who executed the foregoing conveyance and acknowledged that he executed the same for the purposes therein mentioned.

In Witness Whereof I have signed my name and affixed my official seal the day and year last above written.

Ransom J Pattison
Commissioner for Wisconsin.

Seal.

Recorded October 5th 1882

Office of the
Chicago St. Paul Minneapolis &
Omaha Railway Company.
Chicago Ill.

Hon H. M. Teller
Secretary of the Interior
Washington D. C.

Sir. —

I have the honor to state that the Chicago St. Paul, Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its railway between the St Croix River or Lake and the western of Lake Superior.

The said twenty miles begins at Station ten hundred and fifty six in the North East Quarter of the South East Quarter of Section Twenty Five (25) Township Forty Three (43) North of Range Twelve (12) West, and ends at Station Twenty One Hundred and Twelve (2112) in the North East Quarter of the South West Quarter of Section Twenty Two (22) Township forty six (46) North, of Range Twelve west, both of said points of beginning and ending being in the County of Douglas and State of Wisconsin, the said point of beginning being the end of the first twenty continuous miles section constructed by said railway Company between the intersection of the Bayfield Branch and the Western of Lake Superior, and the said twenty continuous miles being the ninth twenty continuous mile section of railway constructed by the Chicago St Paul Minneapolis and Omaha Railway Company and its predecessor, The North Wisconsin Railway Company between the St Croix River or Lake and the West end of Lake Superior and Bayfield.

The said twenty miles have been completed and equipped in all respects, in the manner required by the Acts of Congress approved respectively June 3, 1856 and May 5. 1864, granting lands to the State of Wisconsin to aid in the construction of certain railroads therein named.

I have the honor to be, very respectfully your obedient servant
H. H. Porter
President of the
Chicago St Paul, Minneapolis
& Omaha Railway Company.

Seal

State of Illinois
Northern District of Illinois } ss

H H Porter being first duly sworn on his oath says that he is the president of the Chicago St Paul Minneapolis and Omaha Railway Company and as such President signed the foregoing statement and that the said Statement is true of his own Knowledge.

Subscribed and sworn to before me this 16th day of October A. D. 1882.
H. H. Porter
H. W. Blodgett
U. S. Dist Judge Nor Dists. Ills.

Northern District of Illinois

I, William H Bradley, Clerk of the Circuit Court of the United States for the Northern District of Illinois, do hereby certify that I am well acquainted with the handwriting of H W. Blodgett whose name is subscribed to the foregoing affidavit and that the same is his genuine signature, and that he was, at the time of signing the same, and is now judge of District Court for said District duly appointed qualified and commissioned and that as such, full faith and credit are and of right ought to be given to all his official acts.

Seal

In Testimony Where of I have hereunto subscribed my name and affixed the seal of said Court at my office in Chicago in said District this 16th day October A.D. 1882
W. H. Bradley Clerk. —

State of Wisconsin. }
Executive Department. }

I, Jeremiah M. Rusk, Governor of the State of Wisconsin, do hereby certify that the Chicago St Paul Minneapolis and Omaha Railway Company has completed an additional Section of twenty consecutive miles of its railway, as described in the foregoing Statement, and that the same has been completed and equipped in the manner required by the acts of Congress granting lands to the State of Wisconsin to aid in the construction of certain railroads in said State, approved respectively June 3, 1856, and May 5 1864.

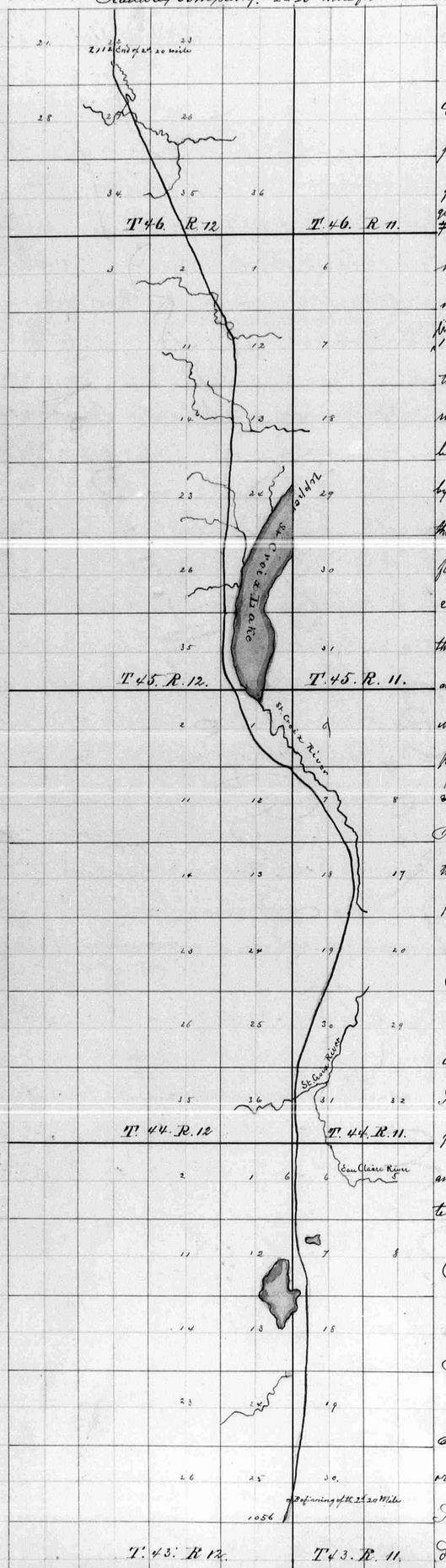
In Testimony Whereof I have hereunto set my hand & caused to be affixed the great Seal of the State of Wisconsin

Seal

By the Governor
J M. Rusk
Ernst D Timme
Secretary of State.

Map

Superior Branch of the C. St. P. M. and O. Railway Company. 2d 20th mile from St. 1056. to St. 2112 Scale 400 feet to one inch (in original).



State of Wisconsin }
County of St Croix } ss. Charles W. Johnson of the City of St. Paul Stat. of Minnesota being first duly sworn deposes and says, that he is Chief Engineer of the Chicago St Paul Minneapolis and Omaha Railway from Station 1056. in the NE quarter of the SE quarter of Section 25 Township 43 N. Range 12 West in the County of Douglas State of Wisconsin to Station 2112 in the NE quarter of the SW quarter of Section 22. Township 46. N. Range 12 W. in the said County of Douglas being for a Section of 20. continuous miles as shown by the the line of route in connection with the lines of the public surveys on this Map. The said Section being the 2d Section of (20) continuous miles of railroad constructed by said Chicago St Paul Minneapolis & Omaha Railway Company towards the Westerns of Lake Superior from its point of junction with the Bayfield Branch, the same being the 9th continuous 20 mile section of railroad constructed by said railway company and its predecessors the North Wisconsin Railway Company, between the St Croix River or Lake and the Westerns of Lake Superior and Bayfield. That is, the said 20 continuous mile section, herein before described has been completed and equipped as required by law and that this line of route ~~road~~ shows, the correct location of said Railroad.

Sworn to and subscribed the 13th day of October A.D 1882 before me
T. H. Harvey
Notary Public

Charles W. Johnson
Chief Engineer

Seal

State of Wisconsin }
County of St Croix } ss.

I hereby certify that Charles W. Johnson is Chief Engineer of the the Chicago St Paul, Minneapolis and Omaha Railway Company and that the location of the road as represented on this map is correct and approved by the Company, and also that the said portion of the said road has been completed and equipped in all respects as required by law.

H H. Porter President.
attest C. W. Porter Secretary.

Seal

Executive Mansion
State of Wisconsin }

I Jeremiah M Rusk Governor of the State of Wisconsin, do hereby certify that this plat or map of the Chicago, St Paul, Minneapolis and Omaha Railway, formerly the North Wisconsin Railway has been duly filed in my office by the said Chicago St Paul Minneapolis and Omaha Railway Company and shows that portion of said Railway beginning at Station 1056. in the NE quarter of the South East quarter of Section 25. Township 43 North Range 12 West ending at Station 2112. in the North East quarter of the SW quarter of Section 22. Township 46 N. Range 12 W. (Both of said points of beginning and ending being in the County of Douglas and State of Wisconsin) being the 2d Section of 20 continuous miles of railroad constructed by said Chicago, St Paul, Minneapolis and Omaha Railway Company towards the Westerns of Lake Superior from its Point of junction with the Bayfield branch, the said Section being the 9th continuous 20. continuous mile Section constructed by said Railway Company and its predecessor the North Wisconsin Railway Company between said St Croix River or Lake and the Westerns of Lake Superior and Bayfield. The said 20 continuous mile Section has been completed and equipped as required by the Acts of Congress approved June 3d 1856 and May 5th 1864 and the act of the legislative assembly of the State of Wisconsin approved February 16th 1882. entitled "an Act" to revoke annull and resume the grant of land made by Chapter 126 of the laws of Wisconsin for the year 1874 to the Chicago and Northern Pacific Air Line Railway Company (now the Chicago Portage and Superior Railroad Company) and to repeal sections 8. 9 & 10. of said Chapter 126 and confer said Grant of lands upon the Chicago, St. Paul Minneapolis and Omaha Railway Company".

(Explanatory note. Chapter 126 of the laws of Wisconsin for year 1874 conferred upon the North Wisconsin Railway Company that portion of the grant applicable to the construction of the Railroad from the St Croix River or Lake to Bayfield and upon the Chicago and Northern Pacific Airline Railroad Company, afterwards the Chicago Portage and Superior Railway Company, that portion of the grant applicable to the construction of that part of the railway & Line between the points of intersection of the branches of said grants as fixed by the Survey and maps on file in the Land office at Washington and the Westerns of Lake Superior". The last named Company failed to comply with the conditions of the grant to it and by Chapter 10 of the Laws of Wisconsin for the year A.D. 1882. the Legislature revoked annulled and resumed the grant made as aforesaid to the Chicago and Northern Pacific Airline Railway Company and conferred the same upon the Chicago St. Paul Minneapolis and Omaha Railway Company.

The 20 continuous mile section above certified is the second section constructed by the last named Company under said Chapter 10.)

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin. Done at the City of Madison this 23d day of October A. D. 1882

Seal

J. M. Rusk

By the Governor
Ernst J Timm
Secretary of State

Recorded Nov. 3d 1882.

Know all men by these presents, That we, William R. Sands and Henry D. Hammond, as trustees, of the City, County and State of New York, do hereby acknowledge satisfaction and payment in full of a certain mortgage bearing date the first day of August A.D. 1880, executed by the Milwaukee, Lake shore, and Western Railway Company, a corporation existing under and by virtue of the laws of the State of Wisconsin, to us as trustees, which said mortgage was duly received for record in the Office of the Secretary of State of the State of Wisconsin on the 21st day of September A.D. 1880 at 11 o'clock A.M. and recorded in Volume 5 of Railway Mortgages on pages 94 to 101 inclusive: and we, as such trustees, do hereby Release the said mortgage, and all our right title and interest in and to the premises and property therein described: and the Secretary of State of said State of Wisconsin is hereby authorized to enter this satisfaction of record.

In Witness Whereof we, the said William R. Sands and Henry D. Hammond, as such trustees, have hereunto set our hands and seals the first day of July, in the year of our Lord, one thousand eight hundred and eighty two

In presence of
R. Aymar Sands
Frederick J. Middlebrook
as to Wm R Sands

Wm R. Sands seal

Rufus K. Mc Harg
Frederick J. Middlebrook
as to H. D. Hammond

H. D. Hammond seal

State of New York
New York County } ss.

Personally came before me this sixth day of October 1882, the above named William R. Sands to me Known to be the person who executed the foregoing instrument and acknowledged the same.

R. Aymar Sands
Notary Public
New York County
State of New York

seal

State of New York
County of New York } ss Personally came before me this 30th day of October 1882. the above named Henry D. Hammond to me Known to be the person who executed the foregoing instrument and acknowledged the same.

Rufus K. Mc Harg
Notary Public
137. Broadway
New York City & County.

seal

Recorded 4 Nov. 1882.

Chippewa Valley & Superior Ry Co
to
Chicago, Milwaukee & St. Paul Ry Co.

Deed.

This Indenture, made the ninth day of November, one thousand eight hundred and eighty two, between the Chippewa Valley and Superior Railway Company, a corporation duly formed and organized under and by virtue of the laws of the State of Wisconsin, party of the first part, and the Chicago, Milwaukee & St Paul Railway Company, a corporation duly formed and organized under and by virtue of the laws of the same state, party of the second part. —

Whereas the stock-holders of the said Chippewa Valley & Superior Railway Company, party of the first part, have authorized the sale of their said railway, with all its appurtenances and fixtures, including its Rolling-Stock and Bridge across the Mississippi River, to the said Chicago Milwaukee and St Paul Railway Company, party of the second part, by the adoption of a resolution in the words and figures following, to wit:

"Resolved that the board of Directors of this Company be and it is hereby authorized to sell and transfer the Railway of this Company with all its appurtenances and fixtures, including its Rolling-Stock and Bridge across the Mississippi River, to the Chicago, Milwaukee & St Paul Railway Company, for the sum of One Million Five Hundred and Seventy Five Thousand Dollars, payable in the negotiable Bonds of the said Chicago Milwaukee & St Paul Railway Company, bearing interest at Five per cent per annum from the first day of July 1882, payable semi-annually, and secured by a mortgage on the property of this company so to be conveyed, and other property of that Company, and that they cause a Deed of Conveyance of said property to be executed by the President and Secretary of this Company - and sealed with its common seal. And —

Whereas the said party of the second part has agreed to purchase said Railroad, with all its appurtenances and fixtures, including its Rolling-Stock and Bridge across the Mississippi River, for the said sum of One Million Five Hundred and Seventy Five Thousand Dollars, payable in the negotiable Bonds of said party of the second part, bearing interest at five per cent, per annum from the first day of July 1882, payable semi-annually, and secured by a mortgage as in said Resolution provided. And —

Whereas the said party of the second part has made and executed said mortgage, and is ready to make and execute said Bonds and deliver the same to the party of the first part: and

Whereas the Board of Directors of the said Chippewa Valley and Superior Railway Company, party of the first part, has, in pursuance of the authority so given, authorized, empowered and directed the President and Secretary or Assistant Secretary, of said Company to make execute

and deliver to the said Chicago, Milwaukee and St Paul Railway Company a Deed of Conveyance of all and singular the said Railway with all its appurtenances and fixtures, including its Rolling Stock and Bridge across the Mississippi River." —

Now Therefore, This Indenture Witnesseth: That the said party of the first part, in consideration of the premises and of the sum of One Million Five Hundred and Seventy Five Thousand Dollars - agreed to be paid by the party of the second part to the said party of the first part in Bonds of the party of the second part, bearing interest at Five per cent per annum from the first day of July 1882, payable semi-annually, secured by a Mortgage upon the property hereinafter conveyed and other property of the party of the second part, has granted, bargained and sold, and by these presents does grant bargain, sell, convey and transfer unto the said Chicago Milwaukee & St Paul Railway Company, party hereto of the second part, and its successors and assigns, all and singular the Railway of the said party of the first part, known as the Chippewa Valley & Superior Railway, including its road-bed, grade and right of way, extending from Wabasha and Reeds Landing in the State of Minnesota, in a Northeasterly direction, across the Mississippi River, along the Valley of the Chippewa River, through the Counties of Buffalo, Pepin, Dunn and Eau Claire to the City of Eau Claire, with a branch from a point at or near the mouth of the Red Cedar River, in the county of Dunn in a northerly direction to Menominee and Cedar Falls, in the county of Dunn, with its four several mill branches from its main line to Meridian, Porterville, Shawtown and the Pioneer Lumber Company, respectively, in all a distance of seventy five miles, including in the premises hereby conveyed said Railway, its fixtures and appurtenances, rolling-stock, its Bridge across the Mississippi River and telegraph now along the line of said Railway, and all the railroads, railways, ways and rights of way, road bed and grade, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences, and other structures; and all depots, station-houses, engine-houses, wood-houses, and other buildings and all machine-shops and other shops, and all its rights privileges, and corporate franchises connected with or relating to the construction, maintenance, use or operation of the same. —

To Have and to Hold the said Railway, with the equipment and appurtenances, and the property, rights and franchises, herein before described unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns.

In Witness Whereof the said Chippewa Valley & Superior Railway Company has caused this Indenture to be subscribed in its corporate name by its President, attested by its Assistant Secretary, and has caused its corporate seal to be hereunto affixed

this 9th day of November A. D. 1882.

Chippewa Valley & Superior Railway Company

By

J. C. Easton President

Attest:

F. M. Myers Assistent Secretary

Recorded November 25/82. B 4, 9.

The Saint Paul Eastern Grand Trunk Railway Company.

First Mortgage.

This Indenture made the 27th day of November A. D. 1882 by and between the Saint Paul Eastern Grand Trunk Railway Company, a corporation created and existing under the laws of the State of Wisconsin, party of the first part, and the American Loan and Trust Company, of New York, Trustee, party of the second part, Witnesseth:

Whereas, the said Saint Paul Eastern Grand Trunk Railway Company, hereinafter designated the "Railway Company", is authorized and empowered to construct, own, maintain and operate a railway from the city of Oconto westerly through the counties of Oconto, Shawano and Marathon, and thence to its western terminus on St Croix River or Lake, also extending from said city of Oconto northeasterly to the town of Marinette, in the county of Marinette, all in the said State of Wisconsin.

And whereas, for the purpose of constructing and completing its said railway, and of repaying moneys borrowed and owing by it, the said railway company, at its general meeting of Stockholders and by its Board of Directors, has resolved and determined to borrow money, at the rate of interest and upon the terms agreed upon and authorized by its Stockholders and by its said Board of Directors, as necessary and expedient, and to make, issue and deliver its bonds therefore to the amount of, but not exceeding, twenty thousand dollars per mile of the whole length of its said railway, as the same is and shall be completed ready for the regular and continuous running of trains thereon, each of said bonds to bear date the first day of January A. D. 1883. and to be payable to the holder, in gold coin of the United States of or equal to the present standard of weight and fineness, thirty years after the date, at the office or agency of the said Railway Company in the city of New York, with interest thereon at the rate of six per cent per annum, payable semi-annually, in like gold coin, at the same place; and to secure the payment of the principal and interest of said bonds by a mortgage or deed of trust upon the whole of the railway of the said Railway Company, including as well the completed as the uncompleted parts thereof and upon its

right of way, depot grounds, rights, privileges, franchises, immunities, exemptions, machine houses, rolling stock, furniture, tools, implements, appendages and appurtenances used or to be used in connection with the said railway in any manner whatever, now belonging or which shall hereafter belong to the said Railway Company, but not including any lands heretofore acquired, or hereafter to be acquired from any county, town, city, or other municipality, or from the State of Wisconsin or the United States, to aid it in constructing said railway, and not used in connection therewith, nor the avails, rents, issues, profits, and proceeds of said lands; said bonds to be coupon bonds, and issued in denomination of one thousand dollars each, and numbered consecutively from one to the number representing the entire number of said bonds, inclusively, and they are to be each executed under the corporate seal, and signed by the president and secretary of the said Railway Company, and the interest coupons shall be authenticated by the name of the Secretary. The said bonds shall be in general form and effect as follows:

No. United States of America No.

State of Wisconsin.

First mortgage six per cent. Gold bonds.

$1000. The $1,000.

St. Paul, Eastern Grand Trunk Railway Company, for value received, promises to pay to the holder of this bond the sum of one thousand dollars in gold coin of the United States of or equal to the present standard of weight and fineness on the first day of January 1913, at its office or agency in the city of New-York and interest thereon in the meantime, and until the principal sum be fully paid, at six per cent per annum payable semi annually at the same place, in like gold coin, on the first day of July and January in each year, upon presentation and surrender of the annexed coupons therefore; and payment of the said interest to the person presenting the coupon therefor shall, in any and every case, discharge the said Railway Company.

It is agreed between the said Railway Company and the holder of this bond, that in case of any default in the payment of the said principal or interest the said Railway Company will waive, and it does hereby waive, the benefit of any extension, stay or appraisement laws of the State of Wisconsin, now existing or which may hereafter be enacted.

The payment of the principal and interest of this bond, with others of the same tenor and date to the amount of, but not exceeding twenty thousand dollars per mile of completed railway, of the said Railway Company in the State of Wisconsin, and numbered consecutively from one upward, is secured by a mortgage or deed of trust duly made by the said Railway Company to the American Loan and Trust Company of New-York, Trustee, for the equal and pro rata benefit of all and every

the holders of said bonds, which is and shall be the first mortgage upon the whole of said railway from the city of Oconto, running westerly through the counties of Oconto Shawano and Marathon, and there to its western terminus on Saint Croix River or Lake, and also extending from said city of Oconto northeasterly to the town of Marinette in the county of Marinette, all in the State of Wisconsin, with the appurtenances, rights and franchises thereto belonging; which mortgage provides that default in payment of the interest upon said bonds or any part thereof, continued for six months after proper demand of payment, shall, subject to certain limitations, render the principal of all of said bonds immediately due and payable.

This bond, or any of said bonds, is not, and will not be, valid or obligatory, or of any force or effect unless authenticated by the execution of the certificate of the said Trustee hereon endorsed.

Ownership of this bond may at any time on request of the holder be registered on the books of the Railway Company to be kept at its office or agency in the city of New York, and after such registration no transfer except on said books shall be valid, unless a transfer to the registered owner be made to bearer which shall restore transferability by delivery until the ownership be again registered, and this bond shall be subject to successive registrations and transfers to bearer at the option of the holder.

In witness whereof the Saint Paul Eastern Grand Trunk Railway Company has hereunto affixed its corporate seal, and caused these presents to be signed by its President and Secretary, this first day of January A.D. 1883.

..... President

..... Secretary

(Form of Coupons)

$30. — $30. —

On the first day of July 1883. the Saint Paul Eastern Grand Trunk Railway Company will pay to bearer at its office or agency in the city of New York, thirty dollars in gold coin of the United States, for six months interest on its first mortgage bond No. . . . .

(Trustees certificate) ..... Secretary.

It is hereby certified that this bond is one of a series of bonds amounting in the aggregate to, but not exceeding, twenty thousand dollars per mile of completed railway of the Saint Paul Eastern Grand Trunk Railway Company of the State of Wisconsin and is secured by the mortgage or deed of trust therein mentioned; that

the said mortgage or deed of trust is duly recorded; and this bond is issued in accordance with the provisions thereof.

American Loan and Trust Company, Trustee,
By
..... President.

Now Therefore, This Indenture Witnesseth: That the said party of the first part, in consideration of the premises, and of one dollar to it paid, at or before the sealing of these presents, the receipt whereof is hereby acknowledged, and in order to secure the due and punctual payment of the bonds aforesaid, issued or to be issued, does hereby grant bargain and sell, convey and confirm, transfer and assign unto the said party of the second part, its successor and successors, and its and their assigns forever, All and singular, the railway of the said party of the first part now constructed and in process of construction, being the line of railway known as the Saint Paul Eastern Grand Trunk Railway, as the same is or hereafter shall be located and constructed from the city of Oconto, in Oconto county, Wisconsin, westerly through the counties of Oconto, Shawano, Marathon, and there to its western terminus on Saint Croix River or Lake, also extending from said city of Oconto, northeasterly, to the town of Marinette, in the county of Marinette, all in the said State of Wisconsin, and all the lands, tenements and hereditaments acquired or appropriated for the purpose of a right of way for said railway or any other purpose in connection with the maintenance or operation thereof; and all the easements, rights, liberties, privileges, franchises, immunities and exemptions of the said party of the first part, appertaining to the constructing, maintaining, operating, owning, and enjoying of the said railway and every part thereof; and all railway tracks, railways, ways, and rights of way, depot grounds, bridges, viaducts, culverts, fences, and other structures, depots, station grounds, station houses, engine-houses, car houses, fuel houses, warehouses, shops, machine houses, water-tanks, turn tables, superstructures, erections, fixtures, rolling stock, furniture, tools, implements, appendages and appurtenances, used or intended to be used in connection with the said railway in any manner whatsoever, and all and singular the tenements, hereditaments, appendages, and appurtenances thereunto belonging, whether now owned or acquired or hereafter to be owned or acquired by the said party of the first part; together with all and singular the rents, tolls, income, issues, and profits of the said railway, premises, and property, and also all the estate, right, title and interest, property, claim and demand whatsoever, as well in law as in equity, and present and prospective, of the said party of the first part, in and to the same, and every part thereof; but not including any of the lands heretofore acquired or hereafter to be acquired by grant from the State of Wisconsin or the United States, or from any county, town, city, village or municipality, or given or subscribed or conveyed to the said railway company to aid in constructing and equipping said railway (and not used or necessary to be used in connection therewith or with the operation and maintenance thereof), nor the rents, issues profits and proceeds of said lands, nor subsidies or aid in money, municipal bonds or other evidences of debt, voted, subscribed or given, or hereafter to be voted, subscribed, or given, to aid in the construction of said railway.

To Have and to Hold the same unto the said party of the second part, and to its successor and successors, in this trust, in fee simple, to the only proper use and behoof of the said party of the second part, its successor and successors, and its and their assigns forever: In Trust nevertheless, for the equal pro rata benefit and security of all and every person or persons, and body or bodies corporate, who may be or become the holders of any of the said bonds hereby secured, without any discrimination, preference, or priority as between them, by reason of the time of the actual issue or negotiation of the said bonds, or otherwise, and upon and for the trusts, uses and purposes, hereinafter set forth and declared, that is to say:

Article First: In case the said Railway Company shall make default in the payment of the principal or interest of the said bonds hereby secured, or any part of said principal or interest, at any time when the same may become due and payable, and when payment thereof shall be demanded according to the terms of said bonds, or in any covenant, requirement or thing herein contained, by it to be kept, performed or done, and if any such default shall continue for the period of six months, then the Trustee may, and upon the written request of the holders of one fourth in amount of all said bonds then outstanding, upon requisition and indemnity as in Article fourth provided, the Trustee shall enter upon and take possession of the said railway, premises, and property and the appurtenances and franchises belonging thereto, as such Trustee or as the Agent or attorney in fact of said party of the first part, and have, hold, and use the same in as full and ample a manner as the Railway Company could do if lawfully in possession thereof; operating, by its managers, superintendents, or other attorneys, or agents the said railway, and conducting the business, thereof, and exercising the franchises pertaining thereto, and making from time to time all needful repairs, alterations, and additions thereto, and receiving all rents, tolls and income, issues and profits of the same; and after deducting the expenses of operating the said railway and of conducting the business thereof, and of all the said repairs, alterations and additions, and all payments which may be made for taxes or assessments upon the said premises, or any part thereof, as well as just compensation for its own services, the Trustee shall apply the money arising as aforesaid to the payment of the principal and interest of all the said bonds hereby secured, ratably and without discrimination, preference or priority to the persons entitled thereto.

Article Second: In case the said Railway Company shall make default as in the last preceding article specified and said default shall continue as aforesaid, the Trustee, upon the written request of the holders of at least one fourth in amount of said bonds then outstanding, and upon indemnity as in Article fourth provided, after entry as aforesaid, or without entry, shall by its attorneys or agents sell the said railway, premises, properties, appurtenances immunities, exemptions and franchises, as an entirety, at public auction, to the highest and best bidder, in the city of New York, or in the city of Milwaukee, giving previous notice of at least thirty days of the time, place, and terms of the sale, by publication in at least one newspaper published in each of said last named cities, and may adjourn said sales from time to time at its discretion without further or other notice, and shall make, execute and deliver to the purchaser or purchasers a good, valid and sufficient deed of conveyance of the same, in fee simple which shall be a perpetual bar, both in law and equity, against the said party of the first part, its successors and assigns, and all persons claiming under it or them of all right, title, interest, claim or demand in, to the said premises or any part thereof; and after deducting from the proceeds of said sale just allowances for all expenses thereof; and the cost and expenses of managing the property and reasonable compensation for its own services, the Trustee shall apply the said proceeds, or so much thereof as shall be necessary, to the payment and satisfaction of the unpaid principal and accrued and unpaid interest of all said bonds then outstanding and unpaid ratably and without discrimination; and if after payment and satisfaction thereof a surplus shall remain, the same shall be paid over to the said party of the first part, its successors or assigns.

It is expressly understood, covenanted and agreed that at any sale of the said railway, premises, property, appurtenances and franchises, whether made under the power hereby conferred or under judicial authority, the purchaser or purchasers shall be entitled to use and apply, in making payment therefore, any of the bonds or coupons hereby secured, reckoning and computing said bonds and coupons at a sum equal to the amount of the proceeds of such sale, payable to the purchaser or purchasers, as the holder or holders of said bonds or coupons, for his or their share of the proceeds, if the sale were made wholly for money. And it is hereby declared that the receipt or receipts of the said Trustee shall be a sufficient discharge to the purchaser or purchasers at such sale, for the purchase money, and that neither such purchaser or purchasers, nor his or their heirs, executors, administrators, or assigns, shall be liable, after the payment thereof to the Trustee, and being in possession of such receipt or receipts for the due application of said purchase money or any part thereof; nor shall he or they, or any of them, be in any manner whatsoever answerable for any loss, misapplication, or non-application of such purchase money, or any part thereof, nor be in any manner obliged to inquire into the necessity, expediency, or authority of or for any such sale. And that at any such sale the Trustee may bid for and purchase, or cause to be bid for and purchased, the said railway, premises, property, appurtenances and franchises, for and on behalf of all the holders of the bonds hereby secured and then outstanding and unpaid in the proportion of their respective interests, at a price not exceeding the whole amount of such bonds, with the interest accrued thereon, and the expenses of the sale.

Article Third: In case default shall be made at any time in the payment of any instalment of interest on any of the bonds hereby secured the payment thereof having been duly demanded, and the coupons therefor having been duly presented at the time and place named therefor and if any such default shall continue for the period of six months, then, and in such case, the principal of all said bonds shall, at the election of the Trustee become and be immediately due and payable, any thing in the said bonds or herein contained to the contrary notwithstanding. But a majority in interest of the holders of all said bonds then outstanding, unpaid, or unredeemed, may, in writing, instruct the Trustee, in any such case, to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority shall deem proper and may annul or reverse the election of the Trustee; provided that no waiver by the Trustee or the bondholders shall extend to or be taken to affect any case of subsequent default or to impair the rights resulting therefrom, and provided further that not more than three successive defaults shall be so waived.

Article Fourth: In case default shall be made in the payment of any semiannual instalments of interest on any of the said bonds, and if such interest shall remain unpaid and in arrear for the period of six months, or in case default shall be made, in respect of any requirement, covenant or agreement herein contained on the part of the said Railway Company, to be observed, done, kept, or performed, and if any such default shall continue for the period of six months or in case default should be made in the payment of the principal of said bonds then and in either or any or every such case, it shall be the duty of the Trustee, upon a requisition in writing, signed by the holders of not less than one fourth in amount of the said bonds then outstanding, and upon receiving adequate security and indemnity against all costs, expenses and liabilities to be by the Trustee incurred, to proceed to enforce the rights of the bondholders under these presents, either by the exercise of the powers granted by Articles First and Second of this instrument, or any of said powers, or by a suit or suits in equity or at law; in and of the execution of such Powers, or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to enforce such rights; subject to the power, hereby declared, of a majority in interest of the holders of said bonds that shall be then outstanding in writing, or by a vote of a meeting duly held, to instruct the Trustee to waive any such default, or, upon adequate security and indemnity as aforesaid to enforce the rights of the

bondholders by reason thereof.

Provided that no action of the Trustee or of the bondholders, in waiving a default, shall extend to, or be taken to apply to or affect, any subsequent default, or impair the rights of the Trustee or of the bondholders resulting from such subsequent default, and provided further that more than three successive defaults shall be so waived. It being understood, and it is hereby expressly declared, that the rights of entry and sale herein before granted are intended as cumulative remedies, additional to all other remedies allowed by law, and that the same shall not be deemed, in any manner whatsoever, to deprive the Trustee, or the beneficiaries under this trust, of any legal or equitable remedy by judicial proceedings consistent with the provisions of these presents, according to the true intent and meaning thereof, or that may be permitted by any Court of competent jurisdiction in the premises.

Provided always, and it is hereby expressly declared and agreed, that no holder or holders of a bond, or of any bonds secured hereby, shall have the right to institute any suit, action or proceeding, in equity or at law, for the foreclosure of this indenture, or for the execution of the trusts thereof, or for the appointment of a receiver, or any other action, suit, or remedy hereunder, or under or upon any bond or coupon for interest hereby secured, without first giving notice in writing to the Trustee of default having occurred and continued, as in this Article aforesaid, and requesting the Trustee, and affording it a reasonable opportunity, to institute such action, suit or proceeding in its own name, or to proceed to exercise the powers herein before granted, and also offering to it adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and such notification, request and offer of indemnity are hereby declared to be conditions precedent to any suit or action, or right of suit or action, on the part of the holder or holders of any of said bonds for the foreclosure or for the execution of the trusts of this indenture or for the appointment of a receiver, or to any other action, suit or remedy on the part of any such holder or holders hereunder, or under or upon any bond or coupon for any interest, hereby secured.

Article Fifth: It is hereby expressly agreed by the said Railway Company, that in case of any default in the payment of the principal or interest of any of said bonds as herein provided, the said Railway Company will and does hereby waive the benefit of any extension, stay, or appraisement laws of the State of Wisconsin now existing or which may hereafter be enacted.

Article Sixth: The Trustee shall have full power, in its discretion, upon the written request of the said Railway Company, to convey by way of release, or otherwise to the persons designated by the said Railway Company, any land acquired or held for the purpose of stations, depots, shops and other buildings, and shall also have power to convey as aforesaid any lands or property which, in the judgment of said Trustee, shall not be necessary for use in connection with the said railway, or which

may have been held for a supply of fuel, gravel or other material, or any lands acquired for use in connection therewith, which may become disused or not necessary for use by a reason of a change of road-bed or of the location of any building or structure connected with said railway, or the abandonment of any part of its track or any amendment or alteration of the line which may hereafter be made; and to consent to any such alteration or change or to such other changes in the location of the track or buildings as in its judgment shall have become expedient and to make and deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use in substitution for any so released, shall be conveyed to the Trustee, upon the trusts of these presents, by reference hereto, and shall vest in such Trustee, upon such trusts, without any conveyance therefor, by virtue of these presents. The said Trustee shall also have full power to allow the said railway Company, from time to time, to dispose of, in its discretion, such portions of the equipment, machinery and implements at any time held or acquired for the use of said railway as may have become unfit for such use, replacing the same by new, which shall vest in the Trustee, upon the trusts hereof, by virtue of these presents, and be subject to the operation hereof. The Trustee may at any time require to be furnished a full inventory of the rolling stock, machinery, tools, implements, and effects of said company of a moveable nature and amendments thereof from time to time as it may deem necessary.

Article Seventh: The bonds hereby secured, or intended so to be, shall, as soon as may be, and as fast as required for issue and negotiation, be delivered to the Trustee by the party of the first part, and the Trustee shall retain the same, until they shall be issued as herein provided. The said bonds hereby first certified by the Trustee, shall be redelivered to, or issued on the order of, the said Railway Company, from time to time, but only at the rate of one hundred thousand dollars of the principal for each and every five miles of the said railway, that has been, and that shall be from time to time hereafter, completed ready for the regular and continuous running of trains. But said bonds or any of them shall only be issued by the Trustee upon the written order or demand of the President of the said Railway Company, accompanied by a certificate of its chief engineer that so much or such part or parts of the said railway in respect of which said bonds may be demanded, has, or have, been, or shall have been, so completed as to be ready for the regular and continuous running of trains, stating therein the points or places from and to which the said railway is so completed and the precise length thereof in miles, which order and certificate may be accepted by said Trustee as sufficient evidence of its authority to issue said bonds as aforesaid.

Article Eighth: — It is understood and hereby mutually covenanted and agreed, by and between the parties hereto, that the word "Trustee"

cohen and as used in these presents, shall, for all purposes, be taken, held and construed to mean, include, and describe the person or persons, or the corporation or corporations, who or which shall, for the time being, and from time to time, be charged with the trusts hereby and herein created and expressed, whether the same be the said party of the second part or any successor or successors in said trust. And that the Trustee shall not in any manner be answerable for any act, default, neglect, or misconduct of any of its agents or employés by it appointed or employed in the execution of any of the said trusts, provided such agent or employé shall have been selected with reasonable discretion, nor shall it be answerable in any other case except for its own wilful default or misconduct. That the Trustee shall be entitled to just compensation for all services it may render and to be reimbursed for all reasonable expenses and liabilities by it paid or incurred in the execution of said trusts. And the Trustee may resign and be discharged of the said trust by giving notice in writing to the said party of the first part at least ninety days before such resignation shall take effect or such shorter period as the said party of the first part shall accept as sufficient notice.

It is further agreed that the Trustee may at any time be removed by a declaration in writing, signed by a majority in interest of the holders of all the bonds hereby secured at the time outstanding and that in case of the resignation, incapacity, or removal of the Trustee, a successor or successors may be appointed by the holders of a majority in interest of the said bonds then outstanding, by an instrument in writing signed by them; and in case such majority do not agree upon the appointment of a new Trustee or new Trustees within ninety days after a vacancy shall have occured, then the said Railway Company, or the holder or holders of any of said bonds to the amount of one hundred thousand dollars may apply to any court of competent jurisdiction for the appointment of a new Trustee or new Trustees upon such notice as such court shall prescribe, to be served or given in such manner and upon and to such party or parties, person or persons, as such court shall direct, or upon such notice as shall be in accordance with the rules and practice of the court. And the Trustee or Trustees appointed by the majority in interest of the said bondholders or by said court, shall, on his or their acceptance of such appointment, thereby and thereupon become, and be, vested with all the powers, authorities, estates, rights, titles and interests granted to and conferred upon the said party of the second part by these presents, without any further assurance or conveyance whatsoever; nevertheless, the trustee or trustees resigning or being removed, shall immediately on the demand of the new Trustee or Trustees, execute, acknowledge and deliver all such conveyances, assurances, and other instruments as may be appropriate or expedient for the purpose of assuring the legal title to the premises to the new Trustee or Trustees.

Article Ninth. — Until default shall be made by the said Railway

Company in the payment of the principal or interest of the said bonds hereby secured, or of some one or more of them or of any part of either said principal or interest, or in the performance or observance of any of the covenants, stipulations, or agreements herein required by it to be kept, performed, or fulfilled, the Railway Company, its successors or assigns, shall be suffered and permitted to possess, operate and enjoy the said railway, premises, property, appurtenances, rights, privileges, immunities and franchises, hereinbefore mentioned, and to take and apply to its or their own use the tolls, income, revenues, rents, issues and profits thereof, in any manner not inconsistent with these presents, or which shall not impair its ability fully and promptly to comply with, perform and fulfill all the stipulations, covenants and agreements herein contained by it to be complied with, performed or fulfilled. And whenever the said bonds hereby secured shall have been fully paid, principal and interest, this indenture shall be satisfied and discharged by the Trustee by appropriate, legal and valid instrument or instruments, under seal, duly executed and acknowledged.

Article Tenth. — The said party of the first part does hereby covenant, promise and agree to and with the Trustee, that it, the said party of the first part, shall and will well and truly pay or cause to be paid to the respective holders thereof, the principal of each of the said bonds secured hereby, at their maturity, and the interest thereon as the same shall from time to time become due and payable, according to the tenor of the said bonds and the coupons belonging to the same respectively; and that it will also pay or cause to be paid, when the same shall respectively become due and payable, from time to time, all taxes and assessments and other charges which may be lawfully levied and assessed or imposed upon the said premises hereby conveyed, or any part thereof or upon the said party of the first part by reason of the said premises, or any part thereof or the income or the earnings thereof; and it, the said party of the first part, will also promptly pay, satisfy, and discharge according to the ordinary course of business, all money due or to become due and all liabilities incurred or that shall be incurred for labor, supplies, material, right of way, land, equipment, and improvement of every kind done, furnished, acquired, or made for or in connection with the construction, maintenance, operation, renewal, repair or improvement of the said railway and its appurtenances and that if the said Railway Company shall at any time make any lease of said railway, or other contract respecting the operation thereof the same shall be expressly made subject to this Indenture, and all the stipulations, covenants and agreements herein contained by the party of the first part, to be observed, kept and performed.

Article Eleventh. The said Railway Company hereby further covenants and agrees, to and with the Trustee, that it shall from time to time and at all times hereafter and as often as thereunto requested by the Trustee execute

under its corporate seal, all knowledge and deliver all such further deeds and assurances in the law, for the better assuring to the Trustee upon the trusts and for the purposes herein expressed, the said railway, premises, property, appurtenances, rights, privileges, immunities and franchises herein before granted and hereby conveyed or meant or intended so to be, whether now owned or acquired, or held, or hereafter to be acquired or possessed by it, and by the Trustee or by its counsel learned in the law, shall be reasonably advised or required for the better and more effectual securing the payment of the said bonds and the interest thereon.

In witness whereof, the said party of the first part, the St Paul Eastern Grand Trunk Railway Company, has caused these presents to be signed by its President sealed with its corporate seal, and attested by its Secretary, and the said American Loan and Trust Company, to certify its acceptance of said trust, has caused these presents to be signed by its President and sealed with its corporate seal the day and year first above written.

In presence of
John J. Jenkins
R. D. Marshall

St Paul Eastern Grand Trunk Ry Co
By Thaddeus C. Foun (seal)
President.

Attest
Dana C. Lamb. (seal)
Secretary

Seal

American Loan and Trust Co
By R. N. Hazard (seal)
Pres't

Attest
Amos Rogers (seal)
Secty

Seal

State of Wisconsin }
County of Chippewa } ss.

On this 27th Day of November A. D. 1882. before me, John J. Jenkins a notary public duly authorized to act in, and for the above named county, personally came Thaddeus C. Foun, the president of the St Paul Eastern Grand Trunk Railway company and Dana C. Lamb the Secretary of said company and to me known personally to be the identical persons whose names are affixed to the aforesaid deed as such president and secretary and severally acknowledged the said instrument to be their voluntary act and deed as such President and Secretary, and for and as the voluntary act and deed of St Paul Eastern Grand Trunk Railway Company, and each, being by me first duly sworn, did, for himself, say that he resided in the State of Wisconsin, that said Foun was the President and said Lamb the Secretary of said Company, that he knew the corporate seal of said Company, that the seal affixed to said instrument was such corporate seal, that it was

so affixed by order of the Board of Directors of said company, and that each signed his name thereto by like order, the one as President and the other as Secretary of said Company.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

John J. Jenkins
Notary Public
Chippewa County
Wisconsin

Seal

State of New York }
City and County of New York } ss.

On this First day of December A. D. 1882

before me Thomas L Jones, a Notary Public, duly commissioned and sworn, and authorized to act as such in and for the above named city and County, personally came Robert H. Sheppard, the Secretary of the American Loan and Trust Company known to me to be such Secretary and whose name is subscribed to the aforegoing deed, and having been by me first duly sworn, did depose and say that he resided in the city of New York, that he was the Secretary of the American Loan and Trust Company, that he knew the corporate seal of said Company, that the seal affixed to the aforegoing deed was such seal, that it was so affixed by order of the Board of Directors of said Company, and that the signing of his name thereto by like order, the one as President and the other as Secretary of said Company.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Thomas L Jones
Notary Public
N Y Co

Seal

State of New York }
City and County of New York } ss.

I, William A. Butler clerk of the city and county of New York, and also clerk of the Supreme Courts for the said city and county, the same being a court of Record, do hereby certify that Thos. L Jones whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment a notary public in and for the city and county of New York, residing in said city, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand writing of such notary and verily

under its corporate seal, acknowledge and deliver all such further deeds and assurances in the law, for the better assuring to the Trustee upon the trusts and for the purposes herein expressed, the said railway, premises, property, appurtenances, rights, privileges, immunities and franchises herein before mentioned and hereby conveyed, or meant or intended so to be, whether now owned acquired, or held, or hereafter to be acquired or possessed by it, as by the Trustee or by its counsel learned in the law, shall be a for the better and more effectual securing said bonds and the interest thereon.

In witness whereof, the said party of the Grand Trunk Railway Company, has caused - sident sealed with its corporate seal, and attested American Loan and Trust Company, to certify set these presents to be signed by its President an the day and year first above written.

In presence of
John J. Jenkins
R. D. Marshall

St Paul Easter
By. Thaddeus C.

Attest
Dana

Seal

American Loa
By

Attest
A.

Seal

State of Wisconsin
County of Chippewa } ss.

On this 27th day of November A. D.
a notary public duly authorized to act in, and for the a
came Thaddeus C. Foun, the president of the St Pau
company and Dana C Lamb, the Secretary of said co
- nally to be the identical persons whose names a
such president and secretary and severally acknowledged the said instrument to be their voluntary act and deed as such President and Secretary and for and as the voluntary act and deed of said St Paul Eastern Grand Trunk Railway Company; and each, being by me first duly sworn, said, that he resided in the State of Wisconsin; that said Foun was the President and said Lamb the Secretary of said Company; that he Knew the corporate seal of said Company; that the seal affixed to said instrument was such corporate seal, that it was

so affixed by order of the board of Directors of said company; and that each signed his name thereto by like order, the one as president and the other as secretary of said Company.

On Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

John J. Jenkins
Notary Public
Chippewa County
Wisconsin

ork } ss

On this first day of December A. D. 1882
ns, a Notary Public, duly commissioned and
d as such in and for the above named city
me Rowland N. Hazard, the President of the
Company Known to me to be such President,
affixed to the aforesaid deed, and having been
him depose and say that he resided in the city
the President of the American Loan and
Knew the corporate seal of said Company;
foregoing deed and purporting to be the
such seal, that it was affixed thereto
irectors of said Company; and that he signed
ent of said Company by the like order.
whereof I have hereunto set my hand and af-
official seal, the day and year first above written.

Thomas L Jones
Notary Public
N Y Co

ss

I, William A. Butler clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the same being a court of Record, do hereby certify that Thos. L Jones whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment a notary public in and for the city and county of New York, dwelling in said city, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand writing of such notary and verily

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DOCUMENT
REPHOTOGRAPHED

2 PRECEDING DOCUMENT/S
Amount Of Pages

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under its corporate seal, acknowledge and deliver all such further deeds and assurances in the law, for the better assuring to the Trustee upon the trusts and for the purposes herein expressed, the said railway, premises, property, appurtenances, rights, privileges, immunities and franchises herein before mentioned and hereby conveyed, or meant or intended so to be, whether now owned acquired, or held, or hereafter to be acquired or possessed by it, as by the Trustee or by its counsel learned in the law, shall be reasonably advised or required for the better and more effectual securing the prompt payment of the said bonds and the interest thereon.

In witness whereof, the said party of the first part, the St Paul Eastern Grand Trunk Railway Company, has caused these presents to be signed by its President sealed with its corporate seal, and attested by its Secretary; and the said American Loan and Trust Company, to certify its acceptance of said trust, has caused these presents to be signed by its President and sealed with its corporate seal the day and year first above written.

In presence of
John J. Jenkins
R D. Marshall

St Paul Eastern Grand Trunk Ry. Co
By. Thaddeus C. Found (seal)
President.

Attest
Dana C. Lamb. (seal)
Secretary

Seal

American Loan and Trust Co
By R N. Hazard (seal)
Pres't

Attest
Amos Rogers (seal)
Secty.

Seal

State of Wisconsin }
County of Chippewa } ss.

On this 27th day of November A. D. 1882. before me, John J. Jenkins a notary public duly authorized to act in, and for the above named county, personally came Thaddeus C. Found, the president of the St Paul Eastern Grand Trunk Railway company and Dana C Lamb, the Secretary of said company each to me known personally to be the identical persons whose names are affixed to the aforesaid deed as such president and secretary and severally acknowledged the said instrument to be their voluntary act and deed as such President and Secretary and for and as the voluntary act and deed of said St Paul Eastern Grand Trunk Railway Company; and each, being by me first duly sworn, said, that he resided in the State of Wisconsin; that said Found was the President and said Lamb the Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to said instrument was such corporate seal, that it was

so affixed by order of the board of Directors of said company; and that each signed his name thereto by like order, the one as president and the other as secretary of said Company.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

John J. Jenkins
Notary Public
Chippewa County
Wisconsin

Seal

State of New York }
City and County of New York } ss

On this First day of December A. D. 1882

before me Thomas L Jones, a Notary Public, duly commissioned and sworn, and authorized to act as such in and for the above named city and County, personally came Rowland N. Hazard, the President of the American Loan and Trust Company known to me to be such President, and whose name as such is affixed to the aforesaid deed, and having been by me first duly sworn, did depose and say that he resided in the city of New York; that he was the President of the American Loan and Trust Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing deed and purporting to be the seal of said Company was such seal; that it was affixed thereto by order of the Board of Directors of said Company; and that he signed his name thereto as President of said Company by the like order.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year first above written.

Thomas L Jones
Notary Public
N Y Co

Seal

State of New York }
City and County of New York } ss

I, William A. Butler clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the same being a court of Record, do hereby certify that Thos. L Jones whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment a notary public in and for the city and county of New York, dwelling in said city, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand writing of such notary and verily

believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony whereof I have hereunto set my hand and affixed the seal of the said court and County the 2d day of December 1882.

Seal

Wm A. Butler clerk.

Recorded 12th Decbr 1882 D. & J.

Satisfaction of Mortgage

Milwaukee Lake Shore and Western Railway Company

Know All men by these Presents. That we J Boorman Johnston and Gordon Norrie as trustees of the City, County and State of Newyork. do hereby acknowledge satisfaction and payment in full of a certain Mortgage bearing date the twentieth day of December A.D. 1875. executed by the Milwaukee, Lake Shore and Western Railway Company, a Corporation existing under and by virtue of the laws of the State of Wisconsin to us as trustees, which said Mortgage was duly received for record in the Office of Secretary of State of the State of Wisconsin on the 27th day of December A.D. 1875. and recorded in Vol 3 of R.R.M. on pages 405 to 412. inclusive, and we as such trustees do hereby release the said Mortgage and all of our right, title and interest in and to the premises and property therein described; and the Secretary of State of said State of Wisconsin is hereby authorized to enter this satisfaction of record

In Witness Whereof We the said J Boorman Johnston and Gordon Norrie as such trustees have hereunto set our hands and seals the 31st day of October in the year of our Lord one Thousand eight Hundred and eighty two.

In Presence of
Edward F Brown
Harrington Putnam to S.N.
From J Boorman Johnston
to Gordon Norrie and J B Johnston

J B Johnston } Trustees Seal
G Norrie } Seal

State of New York } ss
New York County }

Personally came before me this 7th day of November 1882 the within named J Boorman Johnston to me known to be the person who executed the foregoing instrument and acknowledged the same

Edward F Brown Notary Public in N.Y. City

State of New York } ss
County of New York }

Personally came before me this 18th day of November 1882 the within named Gordon Norrie to me known to be the person who executed the foregoing instrument and acknowledged the same.

Harrington Putnam
Notary Public Kings Co.
certificate filed in N.Y. Co.

Recorded 12.28.82.

This Indenture Made the first day of December A.D. 1882 by and between The Palesville and Mississippi River Railroad Company, a body corporate, incorporated under and by virtue of the laws of the State of Wisconsin, party of the first part, and The Farmers Loan and Trust Company of New York, party of the second part, Witnesseth:

Whereas the said party of the first part is the owner of a certain line of Railroad in the State of Wisconsin, hereinafter particularly described;

And Whereas, the said party of the first part desires to borrow the sum of One hundred and five thousand dollars, in lawful money and to issue and dispose of its bonds to that amount, and to mortgage its corporate property and franchises herein after particularly described and the income thereof, to secure the payment of such bonds.

And Whereas, the said party of the first part is thereto expressly authorized by the laws of the said State of Wisconsin;

Now, Therefore, this Indenture Witnesseth, That for the purpose of securing the payment of the principal and interest of the bonds of said Company hereby provided to be issued amounting to the sum of one hundred and five thousand Dollars, said bonds to be designated "The Palesville and Mississippi River Railroad Company First Mortgage Bonds," and to be of the denomination of fifteen thousand dollars each, all to bear on the first day of December A.D. 1882. and payable, principal and interest at the office or Agency of the Chicago and North Western Railway Company, in the City of New York, and to bear interest at the rate of six per centum per annum, payable semi-annually on the first days of April and October in each year, which said Bonds are numbered consecutively from one to seven, inclusively and are of like tenor and in the following form

United States of America.
State of Wisconsin
The Palesville and Mississippi River Railroad Company

First Mortgage Bond

Bearing six per cent interest.

Know all Men by these Presents, That the Galesville and Mississippi River Railroad Company is indebted to the Farmers Loan & Trust Company of New York, or to the bearer hereof, in the sum of fifteen thousand dollars, which the said Railroad Company promises to pay to the said Farmers Loan and Trust Company, or to the bearer hereof, on the first day of October in the year of our Lord one thousand nine hundred and twenty-nine, at the office or agency of the Chicago and North Western Railway Company in the City of New York, with interest thereon from the first day of December A.D. 1882, at the rate of six per centum per annum payable semi-annually on the first days of April and October in each year, on the presentation and surrender of the annexed coupons as they severally become due.

This bond is one of an issue amounting in the aggregate to one hundred and five thousand dollars, and consisting of seven Bonds, each for fifteen thousand dollars, numbered from one to seven, inclusively, said issue being at the rate of fifteen thousand dollars to the mile of the railroad, beginning at a point on the Mississippi River at or near the village of Trempealeau in Trempealeau County, State of Wisconsin and extending in a north easterly direction therefrom to a point at or near the village of Galesville in Trempealeau County, in said State, a distance of seven miles, upon which the issue of bonds is a first lien; all of which bonds are of like tenor and effect and are equally secured by a Deed of Trust executed by the said Galesville and Mississippi River Railroad Company, and duly delivered to the said Farmers Loan and Trust Company, conveying all the railroad of the said Company, as therein described, and the equipments, appurtenances and franchises thereto belonging.

This bond shall pass by delivery or by transfer upon the books kept for that purpose at the office or Agency of the said Chicago and North Western Railway Company in the City of New York, or at any other place where the Company may keep such Transfer Books. After a registration of ownership certified hereon by transfer Agent of the Company, no transfer except upon the books of the Company shall be valid, unless the last transfer be to bearer, which shall restore transferability by delivery. But this Bond shall continue subject to successive registrations and transfers to bearer as aforesaid at the option of each holder.

This bond shall not become obligatory until it shall have been authenticated by a certificate endorsed hereon and duly signed by the Trustee.

In Witness Whereof The said Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its president and Secretary, and has also caused coupons hereto annexed to

be signed by its Secretary on the first day of December A.D. 1882.

.....President

.....Secretary

This is to certify that this Bond is one of the Bonds secured by the deed of Trust, bearing date on the first day of December A.D. 1882. above mentioned.

.....Trustee.

The said party of the first part, in consideration of the premises, hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm unto the said party of the second part, and its successors in the trust for whomsoever may from time to time, be the holders of the said bonds intended to be secured, all and singular the railroad of the party of the first part, beginning at a point on the Mississippi River at or near the Village of Trempealeau in Trempealeau County, Wisconsin and extending in a North Easterly direction therefrom to a point at or near the village of Galesville, in Trempealeau County, in said State, a distance of seven miles, including all the railways, ways, rights-of-way, depot grounds and other lands for the rights of way or for railroad uses, all tracks, bridges, viaducts, culverts, fences and other structures; all depots, Station houses, engine houses, car-houses, freight houses, wood houses and other buildings, and all machine shops and other shops, whether now held or hereafter acquired, for use in connection with the said hereinbefore described railroad or the business thereof; and including, also, all locomotives, tenders, cars and other rolling stock or equipments, and all machinery tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railroad or any part thereof, or any of its equipment or appurtenances, whether now held or hereafter acquired, all of which things are hereby declared to be appurtenances and fixtures of the said railroad, and including, also, all franchises connected with or relating to the said railroad, or the construction, maintenance or use thereof now held or hereafter acquired by the party of the first part, including the franchise to be a corporation; together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders tolls income, rents issues or profits thereof, and also all the estate, right title, interest, property, possession claim and demands whatsoever, as well in law as in equity of the said party of the first part, of in and to the same, and any and every part thereof, with the appurtenances; it being expressly understood however, that all the property and franchises, whether now in existence

or hereafter to be acquired, conveyed or intended to be conveyed hereby, and as to which the trust is applicable, is that portion of the line of said railroad company herein described a distance of seven miles, and the property and franchises to be used in connection therewith; and this trust shall not, in any manner whatever, affect any further extensions or branches of said line of railroad or the said railroad Company, under its charter, or any property acquired or to be acquired for use in connection with any such further extensions or branches;

To Have and to Hold the above mentioned and described premises unto the said party of the second part and to its successors in the trust, to its and their own and only proper use, benefit and behoof, forever; In Trust nevertheless, to and for the uses and purposes, and subject to the powers herein declared, granted or expressed, to wit:

Article First. That the party of the first part shall and will pay the principal and interest of said bonds, to the several holders or owners thereof, when and as the same shall become due and payable, according to the tenor and effect of the said bonds and coupons.

Article Second. Until default shall be made in the payment of the principal or interest, or some part thereof, of the said bonds, or some one of them or until default shall be made or have occurred in respect to something by these presents required to be observed performed or kept by the party of the first part, the said party of the first part shall be suffered and permitted to possess, manage, operate and enjoy the railroad, equipments, appurtenances, property and franchises aforesaid, and to take and use the rents, revenues, incomes, profits, tolls and issues thereof in the same manner and with the same effect as if this deed had not been made.

Article Third. In case default shall be made in the payment of any interest on any of the aforesaid bonds issued or to be issued according to the tenor of the coupons thereto annexed, or the provisions hereof or in any requirement hereof to be done or kept by the party of the first part; and if such default shall continue for the period of six months it shall be lawful for the said trustee, or its successor personally or by its attorneys or agents, to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and to have, hold, and use the same operating by its superintendents, managers, receivers or servants, or other attorneys or agents, the said railroad, and conducting the business thereof and exercising the franchises pertaining thereto, and making, from time to time, all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to it to be judicious, and to collect and receive, all tolls, freights, incomes, rents, issues and profits of the same, and of every part thereof; and after deducting the expenses of operating the said railroad and conducting its business, and of all the said repairs, replacements, alterations, additions and improvements

and all payments which may be made for taxes, assessments, charges, or liens, prior to the lien of these presents, upon the said premises, or any part thereof, as well as just compensation for its own services, and for the services of such attorneys and counsel as may have been by it employed, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become due, ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full and no sale shall have been made in conformity thereto, the said trustee, after making such provision as to it may seem advisable for any half years interest next to fall due, shall restore the possession of the premises hereby conveyed unto the said party of the first part, its successors or assigns; Provided, that, if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry, be construed to exhaust or in any manner impair the powers of entry or sale, or any powers hereby granted to or conferred upon the said trustee.

Article Fourth. In case default shall be made as aforesaid, and shall be continued as aforesaid, or in case default shall be made in the payment of any principal of any of the said bonds it shall likewise be lawful for the said trustee, after entry as aforesaid, or without entry, to sell and dispose of all and singular the premises hereby conveyed or intended so to be, or any part thereof, at public auction, in the City of New York or in the City of Chicago, Illinois, or at such place within the State, in which the said State in which the said Railroad is situate as the said trustee may designate, and at such time as it may appoint, having first given notice of the place and the time of such sale, by advertisement, published not less than three times a week, for six weeks, in one or more newspapers, in each of the cities of New York and Chicago, or to adjourn the said sale from time to time, in its discretion, and if so adjourning, to make the same without further notice at the time and place to which the same may be so adjourned, and to make and deliver to the purchaser or purchasers thereof good and sufficient deeds in the law for the same, in fee simple, which sale, made as aforesaid, shall be a perpetual bar, both in law and equity against the party of the first part, and all other persons, lawfully claiming or to claim the said premises, or any part thereof, by, from, through or under the said party of the first part; and after deducting from the proceeds of such sale just allowances for all expenses of the said sale, including attorney's and counsel fees, and other expenses, advances or liabilities which may have been made or incurred by the said trustee in operating and maintaining the said railroad, or in managing its business, while in possession and in arranging for and completing the sale thereof, and all payments which may have been made by it for taxes or assessments, and for charges and liens prior to the lien of these presents, on the said premises or any part thereof, as well as compensation

for its services, to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal, and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if, after the satisfaction thereof, a surplus of the said proceeds shall remain, to pay over the said surplus to the said Railroad Company, or to render the same as any Court of competent jurisdiction shall order.

And it is hereby declared that the receipt or receipts of the said trustee shall be a sufficient discharge to the purchaser or purchasers of the premises for his or their purchase money, and that such purchaser or purchasers, or his or their heirs, executors, or administrators, shall not, after payment thereof, and having such receipt, be liable to see to its being applied upon, or for the trusts and purposes of these presents, or in any manner howsoever, be answerable for any loss, misapplication or non-application of such purchase money or any part thereof, or be obliged to inquire into the necessity, expediency or authority of or for any such sale.

Article Fifth. At any sale of the aforesaid property, or any part thereof whether made by virtue of the power herein granted, or by judicial authority, the trustee may, in its discretion, bid for and purchase, or cause to be bidden for and purchased, the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument and then outstanding in the proportion of the respective interests of such bondholders, at a reasonable price, if but a portion of the said property shall be sold, or if all of it be sold at a price not exceeding the whole amount of such bonds then outstanding, with the interest accrued thereon.

Article Sixth. In case default shall be made in the payment of any half years interest on any of the aforesaid bonds, at the time and in the manner in the coupon issued therewith provided, the said coupon having been demanded, and if such default shall continue for the period of six months after the said coupon shall have become due and payable, then and thereupon, the principal of all the bonds secured hereby shall at the election of the trustee, become immediately due and payable, anything contained in the said bonds or herein to the contrary notwithstanding: but a majority in interest of the holders of the said bonds may, by an instrument in writing signed by said majority, before the interest in arrear shall be paid, instruct the trustee to declare the said principal to be due, or waive the right so to declare, on such terms and conditions as such majority shall deem proper, or may annull or reverse the election of the trustee; Provided that no action of the trustee or

bondholders shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom.

Article Seventh. The trustee shall have full power, in its discretion, upon the written request of the party of the first part, to convey, by way of release or otherwise, to the persons designated by the said railroad Company, any lands acquired or held for the purposes of stations, depots, shops or other buildings; and shall have power to convey as aforesaid, on like request, any lands or property which, in the judgment of the trustee, shall not be necessary for use in connection with the said Railroad, or which may have been held for a supply of fuel, gravel or other materials; and also to convey as aforesaid, on like request, any lands not occupied by the track, which may become disused by reason of a change of the location of any station house, depot, shop or other building connected with the said railroad, and such lands occupied by the track and adjacent to such station-house, depot or other building, as the said railroad company may deem it expedient to disuse or abandon by reason of such change; and to consent to any such change, and to such other changes in the location of the track, or depot, or other buildings, as in its judgment shall have become expedient; and to make and to deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use in substitution for any so released, shall be conveyed to the trustee upon the trusts of these presents: and the trustee shall also have full power to allow the said railroad company, from time to time, to dispose of, according to its discretion, such portions of the equipments, machinery and implements at any time held or acquired for the purposes of the said railroad, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the trustee, or be otherwise made subject to the operation of these presents.

Article Eighth. If the party of the first part shall well and truly pay the sums of money herein required to be paid, and all interest thereon, at the times and in the manner herein specified, and shall well and truly keep and perform all the things herein required of it to be kept or performed, according to the true intent and meaning of these presents, then and in that case the estate, right, title, and interest of the said party of the second part, and of its successors in the trust hereby created, shall cease, determine and become void; otherwise the same shall be and remain in full force and virtue.

Article Ninth. It is hereby declared and agreed that it shall be the duty of the trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both or to take appropriate proceedings in equity or at law to enforce the rights of the bond holders under these presents upon the requisition in writing as herein after specified:

1) If the default be as to the interest or principal of any bonds, such requisition upon the said trustee shall be by holders of not less than thirty thousand dollars in aggregate amount of the said bonds; and upon such requisition, and proper indemnification by the persons making the same to the trustee against the cost and expenses to be by said trustee incurred, it shall be the duty of the trustee to enforce the rights of the bondholders under these presents by entry, sale or legal proceedings, as it, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of the said bonds.

2) If the default be in the omission of any act or thing required by the covenants hereinafter contained, for the further assuring of the title of the trustee to any property or franchises now possessed or hereafter acquired, or in the omission to comply with any other provisions herein contained to be performed or kept by said Railroad Company then, and in either of such cases, the requisition shall be as aforesaid: but it shall be within the discretion of the trustee to enforce or waive the rights of the bondholders by reason of such default subject to the power hereby declared of a majority in interest of the holders of the said bonds by requisition in writing signed by such majority, to instruct the said trustee to waive such default, or upon adequate indemnity as aforesaid, to enforce their rights by reason thereof; Provided, that no action of the said trustee or bondholders, or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

Article Tenth. It is mutually agreed by and between the parties hereto, that the word "trustee", as used in these presents, shall be construed to mean the trustee for time being, whether original or new. And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents, that the said trustee shall be entitled to just compensation for all services which it may hereafter render in its trust, to be paid by the said railroad company, or out of the income of the property; and for that purpose may, at any time, apply to the courts without notice to any person but the said party of the first part; that said trustee, or any successor, may resign, and discharge itself of the trust created by these presents, by notice in writing to the said railroad Company three months before such resignation shall take effect, or such shorter time as the said railroad Company may accept as adequate notice, and upon the due execution of the conveyances herein after required; that the said trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by an instrument in writing signed by such majority; that in case at any time hereafter the said trustee, or any trustee hereafter appointed, shall resign, or be removed, as herein provided, or by a court of competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to such trustee shall be appointed by the Chicago and North western

Railway Company, by an instrument in writing signed by the President, and attested by the Secretary of the said Company, under the corporate seal thereof, the said officers having first been thereto duly authorized by resolution of the Board of Directors thereof; and the trustee so appointed shall thereupon become vested with all the powers, authorities and estates granted to or conferred upon the party of the second part, by these presents, and all rights and interests requisite to enable it to execute the purposes of this trust without any further assurance or conveyance, so far as such effect may be lawful; and upon the resignation or removal of any trustee, or any appointment in its place in pursuance of these presents, all its powers and authorities by virtue hereof shall cease; and all the estate, right, title and interest in the said premises, of any trustee so resigning or being removed shall wholly cease and determine; but the said trustee so resigning or being removed, shall on the written request of the new trustee who may be appointed, immediately execute a deed or deeds of conveyance, to vest in such new trustee upon the trusts herein expressed all the property, rights and franchises which may be at that time held upon the said trusts; Provided, nevertheless and it is hereby agreed and declared, that in case it shall at any time hereafter prove impracticable, after reasonable exertions, to appoint in the manner herein before provided a successor to any such trustee, application in behalf of all the holders of the bonds secured hereby, may be made by holders of the said bonds to the aggregate amount of thirty thousand dollars, to any Circuit Court of the United States for any judicial district in which the aforesaid railroad may be situate, for the appointment of a new trustee.

And the said party of the first part, for itself and its successors, in consideration of the premises and of one dollar to it duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, hereby further covenants and agrees to and with the said party of the second part its successors and assigns, that the said party of the first part and its successors, shall and will from time to time, and at all times hereafter, and as often as thereunto requested by the Trustee, execute and acknowledge and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the said trustee the said described railroad, equipments and appurtenances herein before mentioned or intended so to be and all other property and things whatsoever which may be hereafter acquired for use in connection with the same, or any part thereof, and all franchises pertaining thereto, now held or hereafter acquired as by the said Trustee or by its counsel learned in the law, shall be reasonably advised, devised or required.

Article Eleventh. It is further mutually agreed by and between the parties hereto, that the said party of the second part, and its successors in the trust, shall be accountable

for reasonable diligence in the management thereof, but shall not be responsible for the act or default of any agent employed by it in good faith.

In Testimony Whereof the said party of the first part has caused its corporate seal to be affixed to these presents and the same to be attested by the signatures of its President and Secretary; and the said party of the second part has caused its corporate seal to be affixed to these presents, and the same to be attested by the signatures of its President and Secretary, to testify its acceptance of the said trust, the day and year first above written.

Seal

Galesville and Mississippi River Railroad Company

By

Albert Keep President

Attest

J B Redfield Secretary

Seal

The Farmer Loan and Trust Company

by R T Rolston President

Attest Wm H Leupp Secretary.

Signed sealed and delivered in presence of

as to Galesville and Mississippi River R R Co

Charles L Lowie

J R Dowie

as to Farmers Loan & Trust Co

Geo. B. Horn

Frank Grinnell

State of Illinois
County of Cook } ss.

Be it remembered that on this Nineteenth day of December in the year one thousand eight hundred and eighty two, before me the subscriber a Commissioner in and for the said State of Illinois, appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of deeds and instruments of writing executed to be used and recorded in the said State of Wisconsin, and to administer oaths and affirmations, appeared Albert Keep, to me known to be the president of the Galesville and Mississippi River Railroad Company, and Joseph B Redfield to me known to be the Secretary of said Railroad Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate seal of said company to be affixed thereto pursuant to authority given by the Board of Directors of said Company for the uses and purposes therein mentioned, and I further certify that I know the seal affixed to said

instrument to be the corporate seal of said Company.

Frank F. Cannon.

Seal

Commissioner for the State of Illinois, appointed by the Governor of the State of Wisconsin to administer oaths &c.

State of New York
City and County of New York } ss. Be it remembered that on this 22d day of December in the year one thousand eight hundred and eighty two before me, the undersigned, Edwin F. Corey Jr a Commissioner, resident in the City of New York, duly Commissioned and qualified by the executive authority and under the Laws of the State of Wisconsin to take acknowledgment of deeds &c. to be used or recorded therein, personally appeared Rosewell G. Rolston and William H Leupp with whom I am personally acquainted and Known to me to be the President and Secretary of the Farmers Loan and Trust Company, who, being by me duly Sworn, say that they reside in the City of New York that the seal which is affixed to the above certificate is the corporate seal of the said corporation and was so affixed by their authority and that they signed their names thereto as President and Secretary by like authority.

On Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year first aforesaid

Seal.

Edwin F. Corey Jr
Commissioner for the State of Wisconsin
Office 54 Wall Street N Y.

Recorded 27th Decbr 1882

Office of
Chicago, St Paul, Minneapolis and Omaha Railway Co.
52 Broadway
New York Dec. 15th 1882

Hon. H. M. Teller
Secretary of the Interior
Washington District Columbia.

Sir. —

I have the honor to state that the Chicago, St. Paul, Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its railway between the St Croix River or Lake and the Western

of Lake Superior. The said Section of twenty continuous miles begins at Engineers Station 1189+08 in the North East Quarter of the South west Quarter of section twenty two, Town forty Six north of range twelve west, and ends at Engineers Station 133+08 in the northwest quarter of the north west quarter of section four, Town forty eight north of range thirteen west.

Both of said points of beginning and ending being in the County of Douglas and State of Wisconsin. The said point of beginning being the end of the second continuous twenty mile section constructed by said Railway Company between the intersection of the Bayfield branch and the west end of Lake Superior. And the said twenty continuous miles being the tenth twenty continuous + mile section of railway constructed by the Chicago, St Paul Minneapolis and Omaha Railway Company and its predecessor The North Wisconsin Railway Company, between the St Croix River or Lake and the west end of Lake Superior and Bayfield.

The said twenty continuous miles have been completed and equipped in all respects in the manner required by the Acts of Congress approved respectively June 3d 1856. and May 5th 1864 granting lands to the State of Wisconsin to aid in the construction of certain railroads therein named.

I have the honor to be.
Very respectfully, your obedient servant
H. H. Porter
President of the Chicago St Paul, Minneapolis and Omaha Railway Co.

State of Illinois
Northern District of Illinois } ss.
Cook County

H H Porter being first duly sworn on his oath says: that he was on December 15th 1882 President of the Chicago, St Paul, Minneapolis and Omaha Railway Company, and as such President signed the foregoing statement, and that said Statement is true of his own knowledge

H. H Porter

Subscribed and sworn to before me
this 29th day of December A.D 1882.
H W. Blodgett
U.S. Dist Judge North Dist. Illinois

Northern District of Illinois.

I, William H. Beasley, Clerk of the Circuit Court of the United States for the Northern District of Illinois, do hereby certify, that I am well acquainted with the handwriting of H W. Blodgett whose name is subscribed to the forgoing certificate and that the same is his genuine signature, and that he was, at the time of signing the same, and is now the Judge of the District Court of the United States for the Northern District of Illinois duly appointed, qualified and commissioned as such Judge and that as such, full faith and credit are and of right ought to be given to all his official acts.

In Testimony Whereof I have hereunto subscribed my name, and affixed the seal of said Court, at my office in Chicago in said District, this twenty ninth day of December A.D. 1882.
Wm H Beasley Clerk.

To the Honorable Jeremiah M. Rusk
Governor of Wisconsin.

Sir:- In pursuance of your request I have examined an additional twenty continuous miles of railway, constructed by the Chicago, St Paul, Minneapolis & Omaha Railway Company, between the St Croix River and the West end of Lake Superior, beginning at Engineers Station 1189+08 in the north east quarter of the south west quarter of section twenty two, Town forty six north of range twelve west and ending at Engineers station 133+08, in the north West Quarter of the north west quarter of section four, town forty eight north of range thirteen west both said points of beginning and ending being in the county of Douglas and State of Wisconsin said point of beginning being the end of the second twenty continuous mile section constructed by said Railway Company between the intersection of the Bayfield branch and the West end of Lake Superior, and the said twenty miles being the tenth twenty continuous mile section of railway constructed by the Chicago, St Paul, Minneapolis & Omaha Railway Company and its predecessor the North Wisconsin Railway Company between the St Croix River or Lake and the western of Lake Superior and Bayfield,

And I have the honor to report:

That said twenty continuous miles of Railway have been completed and equipped in the manner required by Section Seven of an act of Congress, entitled "An Act granting lands to aid in the construction of certain Railroads in the State of Wisconsin" approved May 5th 1864 and in compliance with Chapter 10 of

the laws of Wisconsin for the year 1882, and are supplied with all necessary drains, culverts, viaducts, crossings, sidings, bridges, turnouts, watering places, depots, equipments, furniture and all other appurtenances of a first class railroad.

I have the honor to be
Very Respectfully
Your Obedient Servant
N. T. Haugen
Agent

Madison Wisconsin
January 9th 1883.

Executive Chamber
Madison Wisconsin

I, Jeremiah M. Rusk Governor of the State of Wisconsin do hereby certify that the Chicago, St. Paul, Minneapolis and Omaha Railway Company has completed an additional Section of twenty continuous miles of its railway, as described in the foregoing Statements and that the same has been completed and equiped in the manner required by Acts of Congress granting Lands to the State of Wisconsin to aid in the construction of certain railroads in said State approved respectively June 3rd 1856 and May 5th 1864

In Testimony Whereof I have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed. Done at the City of Madison this 12th day of January A.D. 1883

J M Rusk

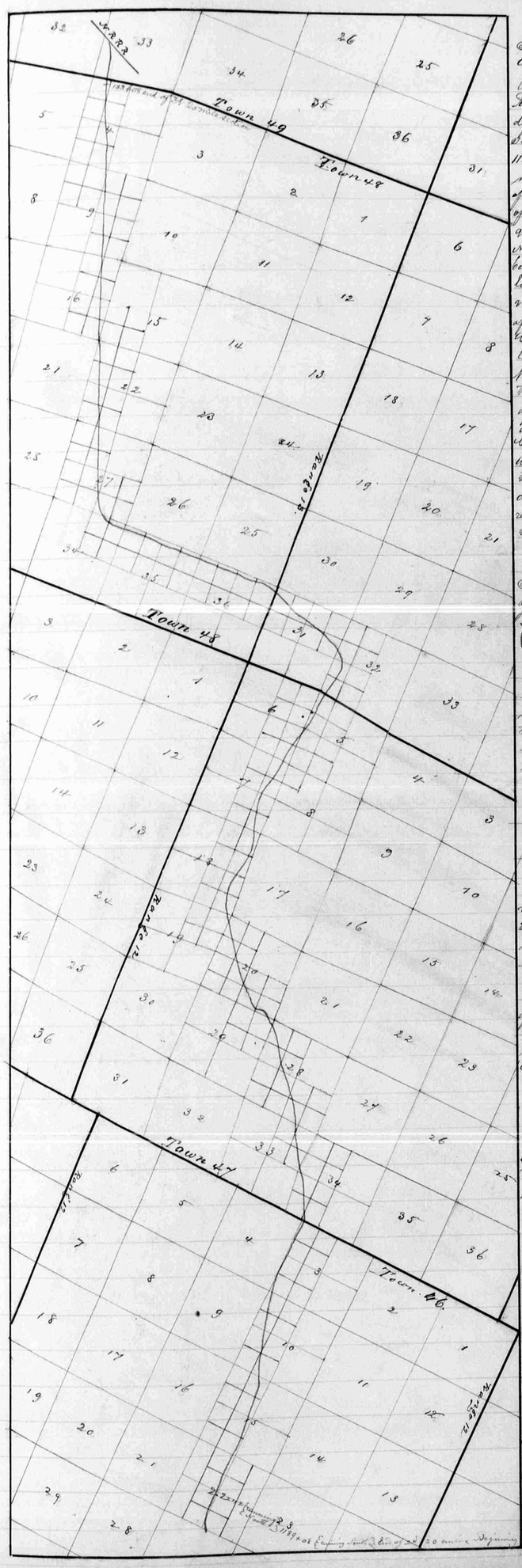
By the Governor
Ernst G. Timme
Secretary of State.

Map

Shewing the 3d 20 mile Section from Station 1189+08 to 1331+08

of

Superior Branch of the Chicago St Paul, Minneapolis and Omaha Railway Company.



State of Wisconsin }
County of St Croix } ss.

Charles W Johnson of the City of St Paul, County of Ramsey State of Minnesota being by me first duly sworn deposes and says: That he is Chief Engineer of the Chicago St Paul, Minneapolis and Omaha Railway from Station 1189+08 (being Station 2112 at the North end of the 2nd 20 mile Section of said railway) on the North East Quarter of the North west Quarter of Section 22 Township 48 North of range 22 West to Station 1331+08 on the North west quarter of the North West quarter of Section 4 Township 43 North of range 13 West all on the State of Wisconsin being for a Section of 20 continuous miles as shown by the line of route in connection with the lines of public surveys on the Maps; the said Section being the 3d Section of 20 continuous miles of railroad constructed by the said Chicago, St Paul Minneapolis and Omaha Railway Company toward the westerly of Lake Superior from the point of junction with the Bayfield Branch and the same being the 10th continuous 20 mile Section of railroad constructed by said railway Company and its predecessor the North Wisconsin Railway Company between the St Croix River or Lake and the Westerly of Lake Superior and Bayfield. That of the said 20 continuous mile Section herein before described has been completed and equipped as required by law and that this line of route shows the correct location of said Railroad.

Charles W. Johnson
Chief Engineer

Sworn and subscribed this 21st day of November A.D. 1882 before me
J. H. Harvey
Notary public St Croix Co. Wis.

(seal)

It is hereby certified that Charles W Johnson is the Chief Engineer of the Chicago St Paul Minneapolis and Omaha Railway Company and that the location of the road as represented on this Map is correct and approved by the Company and also that the said portion of the said road has been completed and equipped in all respects as required by law.

H. H. Porter President
C W. Porter Secretary

Executive Mansion
State of Wisconsin.

I, Jeremiah M. Rusk Governor of the State of Wisconsin, do hereby certify that this plat or Map of the Chicago St Paul Minneapolis and Omaha Railway formerly the North Wisconsin Railway has been duly filed in my office by the Chicago St Paul Minneapolis and Omaha Railway Company and shows that portion of said railway beginning at Station 1189+08 (being Station 2112 at the North end of the 2nd 20 mile section of said railway) in the North East Quarter of the North west Quarter of Section 22 Township forty six North of range 12 West and ending at Station 1331+08 in the North West Quarter of the North west Quarter of Section four Township 43 North of range 13 West and the points of beginning and ending being in the County of Douglas and State of Wisconsin and being the 3d Section of 20 continuous miles of railroad constructed by the said Chicago St Paul Minneapolis and Omaha Railway Company toward the westerly of Lake Superior from the point of Junction with the Bayfield Branch and said Section being the 10th continuous 20 mile Section constructed by said Railway Company and its predecessor the North Wisconsin Railway Company between St Croix Rivers Lake and the West end of Lake Superior and Bayfield the said 20 continuous mile Section has been completed and equipped as required by the Acts of Congress approved June 3d 1856 and May 5th 1864 and the Act of the Legislature Assembly of the State of Wisconsin Approved February 16th 1882. Entitled an Act to revoke, annul and resume the grants of Lands made by Chapter 126 of the Laws of Wisconsin for the year 1874 to the Chicago and Northern Pacific Air Line Railway Company from the Chicago Portage and Superior Railway Company and

to repeal Sections 8, 9, and 10. of said Chapter 126 and confer said grant of lands upon the Chicago St Paul Minneapolis and Omaha Railway Company.

Explanatory Note. Chapter 126 of the Laws of Wisconsin for the year 1874 confer-red upon the North Wisconsin Railway Company that portion of the grant applicable to the construction of the Railroad from St Croix River or Lake to Bayfield and upon the Chicago and Northern Pacific Air line Rail-way Company afterwards the Chicago, Portage and Superior Railway company, that portion of the grant applicable to the construction of that part of the railway, lying between the point of intersection of the branches of said grants as fixed by the survey and maps as filed in the land office at Washington and the Western of Lake Superior. The last named company failed to comply with the conditions of the grant to it and by Chapter 10 of the Laws of Wisconsin for the year 1882 the Legislature revoked, annulled and resumed the grant made as aforesaid to the Chicago and Northern Pacific Airline Railway Company and conferred the same upon the Chicago St Paul, Minneapolis & Omaha Rail-way Company. The twenty continuous mile Section above certified is the third Section constructed by the the last named Company under Chapter 126.

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin.
Done at Madison this 12th Day of January A.D. 1883.

J M Rusk

By the Governor
Ernst J Timme
Secretary of State

Recorded Jan 15th 1883 J. B.

Articles of Organization.
of the
Waukesha, Mukwanago and Geneva Lake Railway Company.

Be it known: That the undersigned do hereby associate themselves together and form a Corporation for the purpose of construc-ting, maintaining, and operating a railroad for public use in the convey-ance of persons and property, under and by virtue of the Laws of the State of Wisconsin, and more especially under and by virtue of Section 1820 of Chapter 87 of the Revised Statutes of 1878 of said State of Wis-consin, and they do hereby make and adopt Articles of Organization as follows:

Article First

The name of this Corporation shall be:
Waukesha, Mukwanago, and Geneva Lake Rail-way Company.

Article Second.

The railroad of this corporation is to be constructed from the village of Waukesha in the State of Wisconsin to the village of Geneva in the State of Wisconsin.

Article Third.

The length of said Railroad, so to be constructed, is about thirty-one miles, and such railroad is intended to be made through the counties of Waukesha Raine and Walworth

Article Fourth.

The Capital Stock of this Corporation shall be Two Hundred thousand dollars, divided into two thousand shares of one hundred dollars each.

Article Fifth

The names and residences of the directors of this corporation who shall manage its affairs for the first year and until others are chosen in their places are as follows, to wit:

Names	Residences
Jewell Andrews	Mukwanago Wis
Henry A Youmans	Mukwanago Wis
Allen T Stebbins	Waukesha Wis
Theron W Haight	Waukesha Wis
Eugene W Chafin	Waukesha Wis
H M Enos	Waukesha Wis
Alex Fraser	East Troy Wis
C S Miller	East Troy Wis

In Witness Whereof we have hereunto set our hands and opposite thereto our respective places of residence and the number of shares of the Capital Stock of the said corporation which we have agreed to take and do hereby severally subscribe for and agree to take:

Names	Residence	No of Shares
Sewall Andrews	Mukwanago Wis	Ten
Henry A Youmans	Mukwanago Wis	Ten
Allen T Stebbins	Waukeshn Wis	Ten
Theron W Haight	Waukeshn Wis	Ten
Eugene W. Chapin	Waukeshn Wis	Ten
H M Enos	Waukeshn Wis.	Ten
Alex Fraser	East Troy	Ten
C. S. Miller	East Troy	Ten

Dated February 28th 1883.

State of Wisconsin. }
Waukeshn County } ss. Sewall Andrews, Henry A Youmans and Eugene W. Chapin being severally duly sworn, each for himself deposes and says: That he is one of the Directors named in the foregoing Articles of Organization: that the signatures thereto are genuine and that it is intended in good faith to construct and maintain the Railroad therein mentioned.

Subscribed and Sworn to
before me this 8th day of March
A.D. 1883
F M Payn
Justice of the Peace
Waukeshn County

Sewall Andrews
Henry A Youmans
Eugene W. Chapin.

Recorded March 10th 1883. B & J.

Know all men by these presents That for and in consideration of the sum of one hundred dollars to me in hand paid, the receipt whereof is hereby acknowledged, I, John C Barnes of the city of Brooklyn and State of New York have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell release and convey unto William R. Chadsey of the city, county and State of New York all my right, title, interest claim and demand in or to the property, road bed, grading and right of way of every kind and character, formerly the property of the Railroad Company Known as the Wisconsin Central Railroad Company and subsequently known as the Chicago and Lake Superior Railroad Company lying between the State line, between the States of Wisconsin and Illinois, near the village of Genoa in the county of Walworth and State of Wisconsin, and the city of Portage in the county of Columbia in Said State and between said city of Portage and Superior city on Lake Superior, together with all property, rights claims and demands whatsoever, acquired, held and owned by me in each or either of the aforesaid Companies or corporations on the 9th day of March A.D. 1864, or which may have been subsequently acquired by me in connection with the aforesaid companies or corporations. The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the articles of agreement and association of the Successors of the Wisconsin Central Railroad the same being recorded in the Office of the Secretary of State, of the State of Wisconsin March 9th A.D. 1864. Witness my hand and seal this 27th day of March A.D. 1883.

John C. Barnes seal

Signed sealed and delivered
in presence of
Rufus K. McHarg
H W. Shipman.

State of New York }
City and County of New York } ss. I hereby certify that on the twenty seventh day of March A.D. 1883 personally appeared before me John C Barnes to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his voluntary act and deed for the uses and purposes therein stated.

In Witness Whereof I have hereunto set my

hand and affixed my seal of Office the day and year last above mentioned.

Rufus K. McHarg
Commissioner for Wisconsin
137 Broadway.
New York City.

State of Wisconsin } ss.
Department of State }
Received for record this 2d day of April 1883 at 9 o'clock A M and recorded in Vol 6 of R.R. Mortgages on Pages 157 and 158
Ernst G. Timme
Secretary of State

Seal

B. & E.

Know all men by these presents - That for and in consideration of the sum of one hundred dollars to me in hand paid the receipt whereof is hereby acknowledged, I, George F. Harris of the city, county and state of New York have granted, bargained, sold, released and conveyed, and by these presents do grant bargain, sell, release and convey unto William R. Chadsey of the city county and State of New York, all my right, title, interest claim and demand in or to the property, roadbed, grading, and right of way of every Kind and character, held by me as agent for E. Chadsey and others, as enumerated under and written in the Articles of Association of the Successors of the Wisconsin Central Railroad Company, made on the 28th Day of September A. D. 1863, and which Articles of Agreement and association were recorded in the office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864 formerly the property of the Railroad Company, known as the Wisconsin Central Railroad Company and subsequently known as the Chicago and Lake Superior Railroad Company, lying between the State line, between the States of Wisconsin and Illinois near the village of Genoa in the county of Walworth and State of Wisconsin, and the city of Portage in the county of Columbia in said State, and between said city of Portage and Superior City on Lake Superior, together with all property, rights, claims and demands whatsoever acquired, held and owned by me as agent and attorney in each or either of the aforesaid companies or corporations on the 9th day of March A.D. 1864 or which may have been subsequently acquired by me as such agent or Attorney in connection with the aforesaid Companies or corporations. The particular Amounts and proportions of such interests so held by me in the aforesaid property being fully set forth in the Articles of Agreement and association of the successors of the Wisconsin Central Rail Road, the same being recorded in the office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864

Witness my hand and Seal this 30th day of March A.D. 1883.

George F. Harris seal

Signed Sealed and Delivered
in presence of
Seward A. Romney
Frank S. Belknap
George H. Clark

State of New York }
County of Orange } ss. On this 30th day of March A.D. 1883 before me personally came George F. Harris to me personally known to be the individual described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the intents and purposes therein mentioned.

George H. Clark
Notary public
Orange County,
New York

Seal

State of New York }
Orange County Clerks Office } ss. I, Robert B. Hook, Clerk of Orange County, and also Clerk of the County Court of said County, and one of the Clerks of the Supreme court of said State, (Courts of Record), do hereby certify that George H. Clark, whose name is subscribed to the certificate of the proof of acknowledgment of the annexed Instrument, and thereon written, was, at the time of taking such certificate of proof, or acknowledgment, a Notary public in and for said county, dwelling in said county, commissioned and sworn, and duly authorized to take the same: and further that I am well acquainted with the handwriting of said notary, and verily believe that the signature to the said certificate of Proof or Acknowledgment, is genuine; and that the annexed instrument is executed and acknowledged in conformity to the laws of said State.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the said Courts, and County, at Goshen, this 30th day of March 1883.

R B Hook Clerk

Seal

State of Wisconsin } ss.
Department of State }
Received for record this 2d day of April 1883 at 9 o'clock A M and recorded in Vol 6 of R.R. Mortgages on pages 158 and 159
Ernst G. Timme
Secretary of State

Articles of Organization of the Chippewa Falls and Southern Railway Company.

We the undersigned Loren D Brewster, Daniel E Miles, Rouget D. Marshall, E. C. Stanley, Morris Glucksman, John B. Kehl, Elias W. Culver, James M. Bingham and Daniel E. Seymour all adult persons and residents of the State of Wisconsin, in order to form a corporation for the purpose of constructing maintaining and operating a railway for the public use in the conveyance of persons and property, hereby, in pursuance of section 1820 of the Revised Statutes of Wisconsin make and sign Articles of organization as follows, to wit:

Article 1. The name of the corporation hereby formed is the Chippewa Falls and Southern Railway Company.

Article 2. The railway to be constructed will extend from a point on the Chippewa River at, and within the corporate limits of the City of Chippewa Falls, in Chippewa County Wisconsin to a point in the City of Eau Claire, in Eau Claire County, Wisconsin.

Article 3. The length of said railway is about twelve miles and it will commence at said city of Chippewa Falls in said Chippewa County and pass into the said county of Eau Claire.

Article 4. The Capital Stock of the corporation is one Hundred thousand Dollars divided into one thousand shares of one hundred Dollars each.

Article 5 There shall be nine directors of said Corporation and Loren D Brewster David E Miles, Rouget D. Marshall, E. C. Stanley, James M. Bingham, Morris Glucksman, John B. Kehl, Elias W. Culver and D. E. Seymour of Chippewa Falls Wisconsin are hereby made the directors of the Corporation, who shall manage its affairs for the first year and until others are chosen in their places.

Article 6 The corporation may, at any time when authorized by a two thirds vote of its directors ratified by the owners of two thirds of the stock outstanding, sell and transfer all its rights, privileges and franchises and all its property to any other corporation that will enter into an agreement with guaranties satisfactory to the board of directors of this corporation for the construction, maintainance and operation, or the maintainance and operation of said railway.

In Witness Whereof we have hereunto subscribed our names this 20th day of April in the year of our Lord one thousand eight hundred and eighty three with our places of residence and the number of shares of stock we agree to take in this corporation respectively

Directors	Place of residence	No. of shares	$ of
Loren D. Brewster	Chippewa Falls Wis	10.	1000.-
Rouget D Marshall	Chippewa Falls Wis	10	1000.-
Morris Glucksman	Chippewa Falls Wis	10	1000.-
Elias W Culver	Chippewa Falls Wis	10	1000.-
David E Miles	Chippewa Falls Wis	10	1000.-
James M Bingham	Chippewa Falls Wis	10	1000.-
John B Kehl	Chippewa Falls Wis	10	1000.-
D. E. Seymour	Chippewa Falls Wis	10	1000.-
Lemuel C Stanley	Chippewa Falls Wis	10	1000.-

State of Wisconsin
Chippewa County } ss.

Rouget D Marshall, David E Miles and John B. Kehl being duly sworn each for himself says that the signatures to the foregoing articles of organization are genuine and that it is intended in good faith to construct maintain and operate the Railway therein mentioned

Subscribed and sworn to before me this 20th day of April A.D. 1883.

Edward Cary
Notary public
Chippewa County.
Wisconsin.

David E Miles
John B Kehl
Loren D Brewster

Recorded April 24. 82. B & J

Know all men by these presents, that I, Henry H. Boody of the City County and State of New York, for and in consideration of the sum of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey, unto William R Chadsey, of the City, County and State of New York, his heirs and assigns all my right, title, interest, claim and demand in or to the road-bed, grading right of way and property of every name and character, formerly the property of the Railroad Company known as the Wisconsin Central Railroad Company, and subsequently known as the Chicago and Lake Superior Railroad Company, lying between the State line, between the States of Wisconsin and Illinois near the village of Genoa in the County of Walworth and State of Wisconsin and the City of Portage in the County of Columbia in said State, and between said City of Portage and Superior City on Lake Superior, together with all property, rights, claims and demands whatsoever, acquired, held, and owned by me in each or either of the aforesaid companies or corporations on the 9th day of March A.D. 1864, or which may have been subsequently acquired by me in connection with the aforesaid companies or corporations. The particular amount and proportion of my interest and ownerships in the aforesaid property being fully set forth in the Articles of agreement and association of the successors of the Wisconsin Central Railroad Company, the same being recorded in the office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864

Witness my hand and seal this 26th day of April A.D. 1883.

Henry Hill Boody (Seal)

Signed sealed and delivered
in presence of
Ashbel H Cram
Theo Ames.

State of New York
City and County of New York } ss.

Be it remembered that on this 26th day of April in the year one thousand eight hundred and eighty three before me, the undersigned, Edwin F. Corey Jr a Commissioner, resident in the city of New York, duly commissioned and qualified by the executive authority, and under the laws of the State of Wisconsin to take acknowledgment of deeds &c. to be used or recorded therein personally appeared the within named Henry Hill Woody to me personally known to be the person described in and who executed the within instrument and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first aforesaid

Seal

Edwin F. Corey Jr
Commissioner for the State of Wisconsin
Office 54 Wall Street N.Y.

Recorded May 2d 1883.

Know all men by these presents That, I, John A. Ely of the city county and State of New York for and in consideration of the sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and conveyed, and by these presents do grant bargain, sell, release and convey unto William R. Chadsey, of the City, County and State of New York, his heirs and assigns, all my right, title, interest, claim and demand in or to the road bed, grading, right of way and property of every name and character, formerly the property of the Railroad Company known as the Wisconsin Central Railroad Company and subsequently known as the Chicago and Lake Superior Rail road Company, lying between the State line, between the States of Wisconsin and Illinois near the village of Genoa in the County of Walworth and State of Wisconsin, and the City of Portage in the County of Columbia in said State, and between said City of Portage and Superior City on Lake Superior, together with all property, rights claims and demands whatsoever, acquired, held and owned by me, in each or either of the aforesaid Companies or corporations on the 9th day of March A D 1864, or which may have been subsequently acquired by me, in connection with the aforesaid companies or corporations.

The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the Articles of agreement

and association of the successors of the Wisconsin Central Railroad Company, the same being recorded in the office of the Secretary of State of the State of Wisconsin March 9th A. D. 1864.

Witness my hand and seal this 25th day of April A D 1883.

John A. Ely (Seal)

Signed sealed and delivered
in presence of
Alfred E Marling
David H Mead.

State of New York
City and county of New York } ss.

Be it remembered that on this 25th day of April in the year one thousand eight hundred and eighty three, before me, the undersigned, Edwin F Corey Jr a Commissioner, resident in the City of New York, duly commissioned and qualified by the executive authority, and under the laws of the State of Wisconsin to take acknowledgment of deeds &c. to be used or recorded therein personally appeared the within named J. A. Ely to me personally known to be the person described in and who executed the within instrument and acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first aforesaid

Seal

Edwin F. Corey Jr
Commissioner for the State of Wisconsin
Office 54 Wall Street N.Y.

Recorded May 2d 1883.

Know all men by these presents, That for and in consideration of the sum of One hundred dollars to me in hand paid the receipt whereof is hereby acknowledged, I, George E. Rawlins of the city county and state of New York, successor to Charles Congreve of said city county and state, deceased, have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release, and convey unto William R Chadsey of the city county and state of New York, his heirs and assigns forever, all the right, title, interest claim and demand, held and owned by the late Charles Congreve aforesaid, as Agent, Attorney or otherwise, in or to the road bed, grading, right of way and property of every kind name and character, formerly the property of the Railroad Company known as the Wisconsin Central Railroad Company and subsequently known as the Chicago and Lake Superior Railroad Company lying between the State Line, between the States of Wisconsin and Illinois near the vil-

-lage of Genoa in the county of Walworth and State of Wisconsin and the City of Portage in the County of Columbia in said State, and between said City of Portage and Superior City on Lake Superior, together with all property, rights, claims and demands whatsoever, acquired, held, and owned by the aforesaid Charles Congreve as Agent or Attorney or otherwise, in each or either of the aforesaid Companies or Corporations, on the 9th day of March A.D. 1864 or which may have been subsequently acquired by the said Charles Congreve in connection with the aforesaid companies or corporations. The particular amount and proportion of said property, interests &c. held and owned by the said Charles Congreve being fully set forth in the Articles of Agreement and Association of the Successor of the Wisconsin Central Railroad the same being recorded in the Office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864. Unto the said William R. Chadsey to have and to hold, his heirs and assigns forever.

Witness my hand and seal this 17th day of April A.D. 1883.

George E Rawlins (seal)
Successor to
Charles Congreve deceased.

Signed sealed and delivered
in presence of
Edmund Coffin
John E. Earle

State of New York
City and County of New York } ss. I hereby certify that on the 17th day of April A.D. 1883 personally appeared before me George E Rawlins to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his voluntary act and deed for the uses and purposes therein stated.

In Witness Whereof I have hereunto set my hand and affixed my seal of office the day and year last above mentioned.

Seal

Rufus K. Mc Harg
Commissioner for the State of Wisconsin
137 Broadway
New York City

Recorded May 2d A.D. 1883.

Know all men by these presents, that for and in consideration of the sum of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, I, George Hollister of the City County and State of New York have granted, bargained sold, released, and conveyed, and by these presents do grant bargain, sell, release and convey unto William R. Chadsey of the City, County and State of New York, his heirs and assigns, all my right, title, interest, claim and demand, in or to the road bed, grading right of way, and property of every name and character formerly the property of the Railroad Company known as the Wisconsin Central Railroad Company, and subsequently known as the Chicago and Lake Superior Railroad Company lying between the State line between the States of Wisconsin and Illinois near the village of Genoa in the

County of Walworth and State of Wisconsin, and the City of Portage in the County of Columbia in said State, and between said City of Portage and Superior City on Lake Superior, together with all property, rights, claims and demands whatsoever acquired, held and owned by me in each or either of the aforesaid Companies or Corporations on the 9th day of March A.D. 1864, or which may have been subsequently acquired by me in connection with the aforesaid companies or corporations. The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the Articles of Agreement and Association of the Successors of the Wisconsin Central Railroad Company the same being recorded in the Office of the Secretary of State of the State of Wisconsin March 9th 1864.

Witness my hand and seal this 25th day of April A.D. 1883.

Geo. Hollister (seal)

Signed sealed and delivered
in presence of
Dane W Comstock
John Fiske

State of New York
City and County of New York } ss. Be it remembered, that on this 25th day of April in the year one thousand eight hundred and eighty three before me, the undersigned, Edwin F. Carey Jr. a Commissioner, resident in the city of New York, duly commissioned and qualified by the executive authority, and under the laws of the State of Wisconsin to take acknowledgment of deeds &c. to be used or recorded therein, personally appeared the within named George Hollister to me personally known to be the person described in and who executed the within instrument and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first aforesaid.

Seal

Edwin F. Carey Jr.
Commissioner for the State of Wisconsin
Office 54 Wall Street N.Y.

Recorded May 2d 1883

Know all men by these presents, That for and in consideration of the sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged I, Effingham Maynard of the city county and State of New York have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey unto William R. Chadsey of the city, county and State of New York, his heirs and assigns all my right, title

& interest, claim and demand in or to the road bed, grading, right of way and property of every name and character formerly the property of the Railroad Company known as the Wisconsin, Central Railroad Company, and subsequently known as the Chicago and Lake Superior Railroad Company lying between the State line, between the States of Wisconsin and Illinois, near the village of Genoa, in the county of Walworth and State of Wisconsin, and the city of Portage in the County of Columbia, in said State and between said city of Portage and Superior City on Lake Superior, together with all property, right, claims and demands whatsoever, held and owned by me in each or either of the aforesaid companies or corporations, on the 9th day of March A.D. 1864 or which may have been subsequently acquired by me in connection with the aforesaid companies or corporations. —

The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the Articles of Agreement and Association of the successors of the Wisconsin Central Railroad Company the same being recorded in the Office of the secretary of State of the State of Wisconsin March 9th A.D. 1864.

Witness my hand and seal this 24th day of April A.D. 1883.

Effingham Maynard (seal)

Signed sealed and delivered
in presence of
Frank Blake
Geo. Byrnes.

State of New York
City and County of New York } ss I hereby certify that on the twenty fourth day of April A.D. 1883 personally appeared before me Effingham Maynard to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his voluntary act and deed for the uses and purposes therein stated.

In witness whereof I have hereunto set my hand and affixed my seal of office the day and year last above mentioned.

(seal)

Thomas W. Folsom
Commissioner for Wisconsin
14 Bible house
N.Y. City.

Recorded May 2d 1883.

Know all men by these presents, That for and in consideration of the sum of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, I, Mary De Angelis, executrix of the estate of Gideon De Angelis deceased, of the City County and State of New York

have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release, and convey unto William R. Chadsey of the city county and State of New York, his heirs and assigns, all my right, title, interest, claim and demand in or to the road-bed, grading, right of way and property, & every name and character formerly the property of the Railroad Company known as the Wisconsin Central Railroad Company and subsequently known as the Chicago and Lake Superior Railroad Company lying between the State line, between the States of Wisconsin and Illinois, near the village of Genoa, in the County of Walworth and State of Wisconsin and the city of Portage in the County of Columbia in said State, and between said City of Portage and Superior City on Lake Superior, together with all property, rights, claims, and demands whatsoever, held and owned by me in each or either of the aforesaid companies or corporations on the 9th day of March A.D. 1864. or which may have been subsequently acquired by me in connection with the aforesaid Companies or Corporations.

The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the Articles of Agreement and Association of the successors of the Wisconsin Central Railroad Company the same being recorded in the Office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864.

Witness my hand and seal this 23d day of April A.D. 1883.

Mary De Angelis Executrix
by R W Bogart Attorney (seal)

Signed sealed and delivered
in presence of
F. Edwards
C W. Townsend

State of New York
City and county of New York } ss I hereby certify that on the 23d day of April A.D. 1883. personally appeared before me Richard W. Bogart attorney in fact of Mary De Angelis, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as the act and deed of Mary De Angelis therein described by virtue of a power of Attorney, executed and delivered in the year 1871 which has never been revoked.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year last above named.

(seal)

Rufus K. McHarg
Commissioner for Wisconsin
137 Broadway New York City.

Recorded May 2d 1883

Know all men by these presents That for and in consideration of the sum of one dollars to me in hand paid the receipt whereof is hereby acknowledged, I Nathaniel F. Potter, of the City of Providence, and State of Rhode Island, have granted, bargained, sold and released and conveyed and by these presents do grant, bargain, sell, release and convey unto William R Chadsey of the City County and State of New York, his heirs and assigns, all my right title, interest, claim and demand in or to the roadbed, grading, right of way and property of every name and character formerly the property of the Railroad Company Known as the Wisconsin Central Railroad Company, and subsequently Known as the Chicago and Lake Superior Railroad Company, lying between the State line of the States of Wisconsin and Illinois, near the village of Genoa in the county of Walworth and State of Wisconsin, and the City of Portage in the county of Columbia in said State and between said city of Portage and Superior City on Lake Superior, together with all property, rights, claims and demands, whatsoever acquired, held and owned by me in each or either of the aforesaid Companies or Corporations on the 9th day of March A.D. 1864 or which may have been subsequently acquired by me in connection with the aforesaid companies or corporations. The particular amount and proportion of my interest and ownership in the aforesaid property being fully set forth in the Articles of Agreement and Association of the Successors of the Wisconsin Central Railroad Company the same being recorded in the Office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864

Witness my hand and seal this 20th day of April A.D. 1883.

Nathaniel F. Potter (seal)

Signed sealed and delivered
in presence of
John S Whitehouse
Wm W. Brayton

State of Rhode Island &c.
County of Providence } ss. On this 20th day of April A.D. 1883. before me a Notary public for the State of Rhode Island personally came Nathaniel F. Potter to me personally Known to be the person who signed the foregoing instrument of writing and he duly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal at the City of Providence in said County the day and year afore written.

(seal)

John C Perkins
Notary public for R. I.

The State of Rhode Island and Providence Plantations
Providence, SC.

(seal of Court of Common Pleas.)

Clerks Office, Court of Common Pleas.
Providence April 20th A.D. 1883.

I, George E. Webster,
Clerk of the Court of Common Pleas, of said State, within and for the County of Providence:
Do hereby certify, That John C. Perkins Esq before whom the annexed instrument was executed, was at the date thereof a Notary Public within and for the County and State aforesaid, duly appointed and qualified, and authorized to administer oaths and take depositions and the acknowledgment of deeds and other instruments; that the signature to the annexed certificate, purporting to be his, is genuine; and that the annexed instrument appears to be executed in conformity to the laws of said State.

In Attestation Whereof, I hereto subscribe my name and affix the seal of said Court the day and year above written

Recorded May 2d 1883. Geo. E. Webster Clerk

Know all men by these presents, That for and in consideration of the sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged I, Henry L. Kendall of the City of Providence and State of Rhode Island have granted, bargained, sold, released and conveyed and by these presents do grant, bargain, sell, release and convey, unto William R. Chadsey of the City, county and State of New York, his heirs and assigns all my right, title, interest, claim and demand in or to the roadbed, grading, right of way, and property of every name and character, formerly the property of the Railroad Company Known as the Wisconsin Central Railroad Company and subsequently Known as the Chicago and Lake Superior Railroad Company, lying between the State Line, between the States of Wisconsin and Illinois near the Village of Genoa in the County of Walworth and State of Wisconsin and the City of Portage in the County of Columbia in said State and between said City of Portage and Superior City on Lake Superior, together with all property, rights, claims, and demands whatsoever acquired held and owned by me in each or either of the aforesaid companies or corporations on the 9th day of March A.D. 1864 or which may have been subsequently acquired by me in connection with the aforesaid companies or Corporations. The particular amount and proportion of my interest and ownership in the aforesaid property, being fully set forth in the Articles of Agreement and Association of the Successors of the Wisconsin Central Railroad Company, the same being recorded in the Office of the Secretary of State of the State of Wisconsin March 9th A.D. 1864. Witness my hand and seal this 20th day of April A.D. 1883.

Henry L Kendall (seal)

Signed sealed and delivered
in presence of
Nick[k] Sheldon
Frank E Gorell

State of Rhode Island &c.
County of Providence } ss. On this twenty-eighth day of April A.D. 1883. before me a Notary public for the State of Rhode Island, personally came Henry L Kendall to me personally known to be the person who signed the foregoing instrument of writing and he duly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed

Seal

Witness my hand and notarial seal at the City of Providence in said County the day and year afore written.

John E. Perkins
Notary public for R. I.

The State of Rhode Island and Providence Plantations
Clerks Office, Court of common pleas.
Providence S.C. — Providence April 28th A.D. 1883.

Seal

I, George E. Webster, Clerk of the Court of common pleas of said State, within and for the County of Providence:
Do hereby certify, That John E Perkins Esq before whom the annexed instrument was executed, was at the date thereof, a Notary Public within and for the County and State aforesaid, duly appointed and qualified, and authorized to administer oaths, and take depositions and the acknowledgment of deeds and other instruments; that the signature to the annexed certificate, purporting to be his, is genuine; and that the annexed instrument appears to be executed in conformity to the laws of said State.

In Attestation Whereof I hereto subscribe my name, and affix the Seal of said Court, the day and year above written.

Recorded May 2d 1883 Geo. E. Webster Clerk.

To Whom it may Concern:

We, Fredrik W. Rhinelander, President, and Alfred L. Carey, Secretary of the Milwaukee Lake Shore and Western Railway Company, A corporation created, organized and existing under the laws of the State of Wisconsin, do hereby certify as follows, to wit:

1st That said Milwaukee Lake Shore and Western Railway Company and the Vieux Desert and Lake Superior Railroad Company, A corporation created, organized and existing under the laws of the State of Michigan, have made and entered into certain Articles of Agreement and Consolidation, bearing date the thirteenth day of February A.D. 1883. a Copy of which said Articles is hereto annexed marked Exhibit "A" that we have compared the said copy marked Exhibit "A" with the original of said Articles of Agreement and Consolidation and that it is a true copy thereof: —

2nd That on the thirteenth day of February A.D. 1883. the regular meeting of the board of directors of said Milwaukee Lake Shore and Western Railway Company for said month of February was held, at which said meeting a Quorum of said board was present, and that the following proceedings, among others, were had at said meeting by said board of directors to wit: "On motion of Mr Norris seconded by Mr Thompson the following resolutions were unanimously adopted;

Resolved, That Articles of Agreement and Consolidation be made and entered into between this Company and Vieux Desert and Lake Superior Railroad Company, a corporation of the State of Michigan, as follows, to wit: (Here follows a copy of said Articles, which is identical with Exhibit "A" here to annexed, except that it has not the signatures and seals signed and affixed in the execution of said Articles) —

Resolved, That the President and Secretary be and they are hereby authorized, empowered and directed to execute said Articles of Agreement and Consolidation on behalf of this Company and to affix thereto the Company's Corporate seal: —

Resolved, That the consent in writing of the requisite number of Stockholders of this Company approving said Articles of Agreement and Consolidation be obtained and the President is hereby authorized and directed to cause such consent to be obtained:" —

3d That Exhibit "B" hereto annexed is a true copy of the consent in writing of the Stockholders of the said Milwaukee Lake Shore and Western Railway Company annexed to said Articles of Consolidation approving the same: —

4th That Exhibit "C" hereto annexed contains a correct and true list of all the Stockholders of said Milwaukee Lake Shore and Western Railway Company and the number of shares held by each, as registered on the books of said Company on the fourteenth day of February A.D. 1883. —

In Witness Whereof, we, the said Fredrik W. Rhinelander, as President and the said Alfred L Cary, as secretary of said Milwaukee, Lake Shore and Western Railway Company have hereunto set our hands and affixed the Corporate Seal of said Company the second day of May A.D. 1883.

F. W. Rhinelander President
Alfred L. Cary Secretary

To Whom it may Concern: —

We Frederick F. Thompson, President and Alfred L. Cary, Secretary of the Vieux Desert and Lake Superior Railroad Company, A Corporation, created, Organized and existing under the laws of the State of Michigan, do hereby certify as follows, to wit: —

1st That said Vieux Desert and Lake Superior Railroad Company and the Milwaukee Lake Shore and Western Railway Company, A corporation, created, organized and

existing under the laws of the State of Wisconsin, have made and entered into certain Articles of Agreement and Consolidation, bearing date the thirteenth day of February A.D. 1883, a true copy of which said Articles is hereto annexed marked exhibit "A":—

2d That on the thirteenth day of February A.D. 1883 the regular meeting of the board of directors of said Vieux Desert and Lake Superior Railroad Company for said month of February was held, at which said meeting a Quorum of said board was present, and that the following proceedings, among others, were had at said meeting by said board of directors, to wit:—

"On motion of Mr Norris, seconded by Mr Rhinelander, the following resolutions were unanimously adopted:—

Resolved, That Articles of Agreement and Consolidation be made and entered into between this Company and the Milwaukee Lake Shore and Western Railway Company, a corporation of the State of Wisconsin, as follows, to wit:—

(Here follows a copy of said Articles, which is identical with exhibit "A" hereto annexed, except that it has not the signatures and seals signed and affixed in the execution of said Articles.)—

Resolved That the President and Secretary be and they are hereby authorized empowered and directed to execute said Articles of Agreement and Consolidation on behalf of this Company and to affix thereto the Company's Corporate seal:—

Resolved, That a meeting of the Stockholders of this Company be and the same is hereby called to be held at the Stephenson House, in Menominee, in the County of Menominee and State of Michigan, on Wednesday the 2d day of May A.D. 1883 at ten o'clock A.M. for the purpose and object of considering the said Articles of Agreement and Consolidation, which will be submitted to said Stockholders at said meeting for their sanction. The Secretary is hereby authorized and directed to publish the notice of said Stockholders meeting, required by the laws of said State of Michigan."—

3d That in pursuance of the Resolution last above given the Secretary of said Vieux Desert and Lake Superior Railroad Company caused the following notice, to wit:

Vieux Desert and Lake Superior Railroad Company,

Stockholders Meeting.

A Special meeting of the Stockholders of the Vieux Desert and Lake Superior Railroad Company is hereby called to be held at the Stephenson house in Menominee in the county of Menominee and State of Michigan on Wednesday the second of May A.D. 1883. at 10 o'clock A.M. for the purpose and object of considering certain Articles of Agreement and Consolidation executed by the Milwaukee, Lake Shore and Western Railway Company and the directors thereof and the said Vieux Desert and Lake Superior Railroad Company and the directors thereof, Consolidating said two Companies into one, to be known as the Milwaukee, Lake Shore and Western Railway Company, then and there to be submitted to said Stockholders for their sanction and approval. Dated February 14th 1883.

Alfred L Cary
Secretary of the Vieux Desert and Lake Superior Railroad Company

to be published as follows, to wit: In "The Detroit Free Press", a daily Newspaper published in the City of Detroit in said State of Michigan, one in each week for four successive weeks, the first of said publications of said notice in said newspaper having been made on the 24th day of February A.D. 1883; In "The Ontonagon Miner." A Newspaper published in the county of Ontonagon, in said State of Michigan, one in each week for four successive weeks, the first of said publications of said notice in said last named newspaper having been made on the 24th day of February A.D. 1883, In the "Mining Journal", a newspaper published in the county of Marquette, in said State of Michigan, one in each week for four successive weeks, the first of said publications of said notice in said last named newspaper having been made on the 24th day of February A.D. 1883: In the "Menominee Herald", a newspaper published in the county of Menominee in said State of Michigan one in each week for four successive weeks, the first of said publications of said Notice in said last named Newspaper having been made on the 22d day of February A.D. 1883; and in the "Iron Port" a newspaper published in the County of Delta in said State of Michigan, one in each week for four successive weeks, the first of said publications of said notice in said last named newspaper having been made on the 24th day of February A.D. 1883.

4th That in pursuance of the said resolution of the said board of directors calling a meeting of the Stockholders of this Company for the purpose and object of considering the said Articles of Agreement and Consolidation, and of the said notice published in said newspapers aforesaid, a meeting of the Stockholders of this Company, to wit:—

Vieux Desert and Lake Superior Railroad Company, was held at the Stephenson House, in Menominee in the County of Menominee and State of Michigan on Wednesday, the second day of May A.D. 1883. at ten o'clock A.M. at which meeting all the Stockholders of said Company were present, either in person or by proxi: that said Articles of Agreement and Consolidation were submitted to said Stockholders at their said meeting, and thereupon the following resolution was unanimously adopted by said Stockholders at said meeting, (all of the Stockholders of said Company, either in person or by proxi, voting in favor of said resolution and casting for the adoption thereof one vote for each Share of Stock held by them respectively,) to wit:—

Resolved. That the Articles of Agreement and Consolidation made and entered into between this Company and the directors thereof, as parties of the second part, and the Milwaukee, Lake Shore, and Western Railway Company, a Corporation organized under the laws of the State of Wisconsin, and the directors thereof, as parties of the first part bearing date the 13th day of February A.D. 1883 and herewith submitted, be and the same are hereby sanctioned and approved, and the same shall be deemed to be the agreement of the corporation as follows, to wit:— (Here follows a copy of said Articles being identical with Exhibit "A" hereto annexed)

5th That Exhibit "D" hereto annexed contains a correct and true list of all the Stock holders of said Vieux Desert and Lake Superior Railroad Company and the number of shares held by each, as registered on the books of said Company on the 21st day of April A.D. 1883 and also on the 2d day of May A.D. 1883. —.

In Witness Whereof, we, the said Frederick F. Thompson, as President and the said Alfred L. Cary, as Secretary of said Vieux Desert and Lake Superior Railroad Company, have hereunto set our hands and affixed the corporate seal of said Company the second day of May A.D. 1883.

Seal

F. F. Thompson President
Alfred L. Cary Secretary

Exhibit "A".

Articles of Agreement and Consolidation made and entered into this thirteenth day of February A.D. 1883. by and between the Milwaukee, Lake Shore and Western Railway Company, a corporation organized under the laws of the State of Wisconsin, and Frederick W. Rhinelander, Charles T. Ramsay, Samuel S. Sands, Charles Dana, Henry B. Hammond, William H. Guion, Frederick F. Thompson, William K. Hinman, Gordon Norrie, William Henry Reese, and Joseph Vilas, of the City of New York in the State of New York; Charles Seling, of the city of Manitowoc, in said State of Wisconsin, and James H. Mead of the city of Sheboygan, in said State of Wisconsin, the directors of said Milwaukee Lake Shore and Western Railway Company, parties of the first part; and the Vieux Desert and Lake Superior Railroad Company, a corporation organized under the laws of the State of Michigan and Frederick W. Rhinelander, Samuel S. Sands, Gordon Norrie, Frederick F. Thompson and Joseph Vilas, of said City of New York, and Horatio G. H. Reed, Alfred L. Cary and Albert Comer, of the City of Milwaukee, in said State of Wisconsin, the directors of said Vieux Desert and Lake Superior Railroad Company, parties of the second part, witnesseth:

Whereas, The said Milwaukee, Lake Shore and Western Railway Company now owns and operates the following railroads in said State of Wisconsin, viz:

1. Its mainline of Railroad, commencing at its junction with the railroad of the Chicago and Northwestern Railroad Company, near the city of Milwaukee, in the county of Milwaukee and leading from thence northerly through the Counties of Milwaukee, Ozaukee, Sheboygan and Manitowoc to the city of Manitowoc, in said last named county, and from thence through said county of Manitowoc and the Counties of Calumet, Outagamie, Waupaca, Shawano Langlade and Lincoln to a point in said Langlade County in township thirty eight (38) north of range eleven (11) east;

2. Its branch railroad running from a point on its mainline near said City of Manitowoc to the City of Two Rivers, in said County of Manitowoc;

3. Its branch railroad running from a point on its main line at or near the village of Hortonville, in the said County of Outagamie, to the City of Oshkosh, in the county of Winnebago.

4. Its branch railroad running from Eland Junction, on its mainline, to the City of Wausau, in the county of Marathon;

5. Its branch railroad running from a point on its mainline called Monico, in said county of Langlade, westerly to a point upon the Wisconsin River called Rhinelander, in said County of Lincoln;

6. Its branch railroad running from a point on its main line near Antigo and in section nineteen (19) of township thirty one (31) north, of range eleven (11) east, to a point in section one (1) of said last named township;

And Whereas Said Railway Company is authorized to build other branchroads, and extend certain of its branches above described, and also its said mainline, from the point to which the same is now constructed, northerly to the boundary line between said State of Wisconsin and Michigan, so as to connect with the proposed railroad of said Vieux Desert and Lake Superior Railroad Company in said State of Michigan;

And Whereas, Said Vieux Desert and Lake Superior Railroad Company is authorized to construct operate and maintain the following described lines of railroad in said State of Michigan, to wit:

1. Commencing at a point on the boundary line between said State of Michigan and Wisconsin, in the County of Ontonagon, in said State of Michigan, and in the vicinity of Lac Vieux Desert, and running thence through said County of Ontonagon to a point in said county on the southerly shore of Lake Superior, at or in the vicinity of Union Bay;

2. Also commencing at a point on the line of railroad last above described, and running thence westerly through said county of Ontonagon to a point on the Montreal River between said States of Michigan and Wisconsin; and

3. Also commencing at a point on the line of railroad secondly above described and running thence easterly and southeasterly through the counties of Ontonagon, Marquette Menominee and Delta, in said State of Michigan, to a point at or near the mouth of the Escanaba River, in said last named county;

And Whereas the said respective railroads of said two companies are not parallel or competing lines, but, when constructed, will form a continuous and connecting line, and can be lawfully connected and operated together to constitute one continuous main line with branches;

And Whereas, The said two corporations, parties hereto, are authorized and empowered and under the laws of said States of Wisconsin and Michigan, to consolidate with each other into a single corporation, and the said parties hereto are desirous of effecting such consolidation

Now Therefore, in consideration of the mutual covenants, agreements and grants herein contained, the said parties of the first and second parts do by these presents consolidate the respective Stocks, franchises properties, grants, powers, rights, privileges, capacities and immunities of every name and nature of the said two corporations, parties hereto, into one corporation, that is to say,

into the Milwaukee, Lake Shore and Western Railway Company, which shall be the name of the Consolidated Company, and which said Company, shall from thenceforth have possess, and enjoy, all and singular, the rights, franchises, powers, immunities, privileges and capacities which are or have been granted to or conferred upon or possessed or enjoyed by either of said two corporations, parties hereto, by or under the enactments of the said States of Wisconsin or Michigan;

And this Agreement further witnesseth, that the said parties of the first and second parts have agreed upon, and by these presents do agree upon and prescribe the following as the terms and conditions of such consolidation, which terms and conditions the said parties of the first and second parts do mutually covenant, promise and agree to observe, keep and perform, to wit:

Article 1. The number of directors of said new corporation shall be thirteen, and the names of those who shall be the first directors thereof, are as follows, viz: William K. Hinman, William H. Vilas, William Henry Reese, Charles Ludwig, Frederick F. Thompson, Charles Dana, Joseph Vilas, James H. Mead, Frederick W. Rheinlander, Charles G. Ramsay, Samuel S. Sands, Gordon Norrie, and Henry R. Hammond. The directors of said consolidated Company shall be classified into three classes, the first and second of which shall be composed of four directors, and the third of which shall be composed of five directors. The first election of directors of said Company, after the Consolidation, shall be held on the 13th day of June A.D. 1883. at 12 o'clock M. at the Office of said Company in the City of Milwaukee, in the State of Wisconsin; at which election the directors shall be classified as above provided, and in such election the class to which each Director is elected shall be designated, and the term of office of the first class elected at said meeting, shall expire in one year, of the second in two years and of the third in three years; that each annual election thereafter, a number of directors shall be elected for three years equal to the number whose term of office shall then expire.

Article 2. The Capital Stock of said Consolidated Company shall be ten million dollars, to consist of one hundred thousand shares of one hundred dollars each, which said shares shall be divided into two classes as follows, viz: five million dollars or fifty thousand shares of said capital Stock shall be set apart, and designated as "preferred Stock", and the remaining five million dollars or fifty thousand shares of said capital Stock shall be set apart and designated as "common Stock". The said preferred stock shall be entitled to a dividend of seven per centum per annum from the net earnings of each current year after payment of interest on all mortgage, equipment, and income bonds, if the Company earns so much during the current year, and before the payment of dividends to any other class of stockholders; but the Company may reserve a reasonable working capital or surplus before the dividend shall be declared or paid on said preferred stock. If the net earnings of the Company are not as much as seven per cent, in any one year, then the said preferred stock shall receive for that year a dividend of whatever the said earnings are after the payment of interest on all mortgage, equipment and income bonds and a reasonable

reserve for a working capital aforementioned; said preferred stock shall not have any claim upon the earnings of any other year for the non-payment of dividends of any preceding year. Whenever the Company earns sufficient over and above the payment of interest on the bonds and the reserve above mentioned, to pay a greater sum than seven per cent, on said outstanding preferred stock, and seven per cent, on the outstanding common stock, the said preferred stock shall share pro rata, with the common stock in such earnings. Each share of said preferred stock shall have the same rights and privileges as to representation and to voting as each share of said common stock.

Art 3. The outstanding common and preferred stock of the Milwaukee, Lake Shore and Western Railway Company, one of the parties of the first part, shall be, to the amounts there of respectively, the common and preferred stock of the said Consolidated Company.

Article 4. The outstanding capital stock of said Vieux Desert and Lake Superior Railroad Company, amounting in the aggregate to one thousand one hundred and fifty two shares, of one hundred dollars each, shall be converted into the common capital stock of said Consolidated Company, or paid for, surrendered and cancelled, as follows, viz: Said Consolidated Company may deliver to each holder of the said stock of the Vieux Desert and Lake Superior Railroad Company ten (10) shares of the common capital stock of the said Consolidated Company for each share of the stock of said Vieux Desert and Lake Superior Railroad Company surrendered by him to said Consolidated Company, or, at its option, may, at any time within sixty days after said consolidation is consummated, pay to each holder of the stock of the said Vieux Desert and Lake Superior Railroad Company the sum of one hundred and five dollars for each share of said stock surrendered by him to said consolidated Company — in which event the stock so paid for and surrendered shall be cancelled.

Article 5. The Articles of Association of the Milwaukee Lake Shore and Western Railway Company, one of said parties of the first part shall be and remain in force as to said Consolidated Company, so far as they are applicable and do not conflict with the provisions of this Agreement. The by laws and the corporate seal of the said Consolidated Company shall be those of the said Milwaukee, Lake Shore and Western Railway Company, one of the parties of the first part, until otherwise ordered, and the persons who shall be the Officers, agents and employees of said last named Company at the time of such consolidation, shall continue to act as such for said Consolidated Company until otherwise ordered.

Article 6. Each of the corporations, parties hereto, does hereby grant, convey, sell, assign and set over unto such Consolidated Company all and singular its property, franchises, credits, and effects, upon the terms and conditions herein before contained. In consideration whereof each and every existing bond, lease, contract, agreement, obligation, trust or liability, heretofore entered into, assumed or agreed to, either by said Milwaukee, Lake Shore and Western Railway Company

one of the said parties of the first part, or by the said Vieux Desert and Lake Superior Railroad Company, shall be thereby discharged, fulfilled and observed by the said Consolidated Company, and each and every of the acts, assumptions, proceedings, resolutions and doings of the respective boards of directors of said companies, parties hereto, and their authorized agents officers and committees shall be and the same are hereby ratified, confirmed and made valid, and shall be observed by the said Consolidated Company. Article 7. This agreement and the said consolidation shall take effect, and said Consolidated Company shall go into operation, immediately upon the sanction, approval and adoption of these articles of consolidation by the stockholders of each of said companies, parties hereto; and the board of directors of said Consolidated Company shall have full powers to carry such consolidation into effect by all necessary or proper acts and means.

In Testimony Whereof, the Milwaukee Lake Shore and Western Railway Company, one of said parties of the first part, has caused these presents to be subscribed by its President and Secretary, and sealed with its corporate seal and its said directors have hereunto set their hands and seals, and the said Vieux Desert and Lake Superior Railroad Company has also caused these presents to be subscribed by its President and Secretary, and sealed with its corporate seal, and its said directors have hereunto set their hands and seal the day and year first above written.

Milwaukee Lake Shore and Western Railway Company.

By F. W. Rhinelander

President

Attest: Alfred L Cary

Secretary

F W Rhinelander	seal	Directors
C G Ramsay	seal	
Sam'l S Sands	seal	
Charles Dana	seal	
H. B. Hammond	seal	
Wm H Guion	seal	
Fred F. Thompson	seal	
Wm K. Hinman	seal	
Gordon Norrie	seal	
Wm Henry Reese	seal	
Jam H Mead	seal	
Charles Gelbing	seal	
Joseph Vilas	seal	

Vieux Desert and Lake Superior Railroad Company

By Fred F. Thompson

President

Attest: Alfred L Cary

Secretary

F. W. Rhinelander	seal	Directors
Sam'l S Sands	seal	
Gordon Norrie	seal	
Fred F. Thompson	seal	
Alfred L Cary	seal	
H. G. H. Reese	seal	
Albert Conro	seal	
Joseph Vilas	seal	

Exhibit B.

We the undersigned Stockholders of the Milwaukee Lake Shore and Western Railway Company, a corporation organized and existing under the laws of the State of Wisconsin do hereby approve and consent to the annexed articles of consolidation of said Company and the Vieux Desert and Lake Superior Railroad Company, a Corporation organized and existing under the laws of the State of Michigan.

Dated February 14th 1883.

Names	Preferred Shares	Common Shares	Names	Preferred Shares	Common Shares
Estate of Adam Norrie by J Norrie Executor Julia Norrie Executrix	9520		Jackson & Sands	100	350
			Wm H Sands		150
J Norrie	150	200	Hatch & Foote		500
Wm Henry Reese	700	125	Charles Head & Co	1650	
Sam'l S Sands & Co	7350	1150	Delwyn Parrish by		
F. W. Rhinelander	401	325	Sam'l S Sands Atty	1070	
M & H Clarkson	1600	900	Goffe & Raude	900	
Henry F. Stevens	1000		Mason & Smith	1500	
Wm K Hinman	250	200	Fanshawe & Milliken	500	
Wm K Hinman Trustee	600		Geo K Sistare's Sons	1200	
J F. Thompson	700	400	Harriot & Noyes	600	
Fred F. Thompson Trustee		100	John S Tilney & Co	150	
Chas H Woodruff	20	200	John Wallace	1000	
C G Ramsay and Co	300	500	Bouvier & Wallace	600	
C G Ramsay	100	60	Charles Dana		300
Wm H Guion		250	Gold Barker & Swords	1200	
Williams and Guion	100		Sands, Thompsons (Committee)		1171
A Dupraz		100	Thompson & Sands (Committee)	561	

List of Stockholders of the Milwaukee Lake Shore and Western Railway Company as registered on the books of the Company February 14th 1883

Exhibit C.

Names	No of Preferred Shares	No of Common Shares	Names	No of Preferred Shares	No of Common Shares
Allen Mary S	96		Allison W. C. & Sons	38	

Names	No. of Pref'd Shares	No. of Common Shares
Amy H & Co	200	
Adams & McHarg	300	
Allen & Stead	100	
Barnes Bros	100	
Boardman Lansdale	600	
Bogert O M & Co	100	
Belden Ogden & Co	200	
Beekman W. R	100	
Bowrier & Wallace	600	
Bryce Wm	1000	
Clarkson M & H	1600	
Collins Chas A.	100	
Central Trust Co. Receivers	1048	
Closson & Hays	300	
Champ James	400	
City of Appleton Wis		750
City of Oshkosh		750
Cary A L		1
Cottrill J F. & C.		1
Cole W. L		50
Clarkson M & H.		900
Dana Chas	1	300
De Coursey Isabella	30	
Dillon Sidney	300	
Dowd Richard N	300	
De Mott & Durant	400	
De Neufville & Co	100	
Dupratt A.		100
Edwards J Pierpont	400	
Elliott R. S. & Co	100	
Estate of A M Fenwick	60	
Freeman F. F. & Co	200	
Fanshaw & Millikin	500	
Grace J K & Westervelt	100	
Goffe & Rawle	900	
Gelston W. H.		250
Gilley F. W & Co	400	400
Gilding & Moses	50	
Gold Barbour & Swords	1200	
Gelston & Bussing	200	
Garlichs Chas	100	
Gay Danl	500	
Grayson Mary Eliza	100	
Hammond H. B	1	
Henry J. & C.	1	
Hinman W. K	250	200
" " Trustee	600	
Hatch & Foote		500
Harriot & Noyes	600	
Hewson Filbert & Co	200	
Hyllier J B	300	
Holmes Alexander M	100	
Hen Edward	50	
Horton H. L. & Co	100	
Hill Charles E.	100	
Head Chas & Co	1650	
Hollins & Co H B	200	
Jameson Smith & Colling	650	
Jackson & Sands	100	350
Knickerbaker & Co H	100	
Knox J H.	1	
Lord F. F. Jr.	100	
Jerrick C D. & J H	300	
King Leroy		100
King Geo Gordon		50
Learned B F. Jr & Co.	200	
Luling Chas		1
Mead James H.	1	
Mason & Smith	1500	
McKenzie John C	300	
Miller John C	100	
Morgans Msons		100
Miner H J. D. Cashier		100
Metcalf W H	200	
May & King	400	
Martin & Runyon	100	
Norrie Adam deceased	9520	
Norrie Gordon	150	200
O'Brien W. J	100	
Parrish D.	1070	

Names	No. of Pref'd Shares	No. of Comm Shares
Paulding and Slosson	100	
Probst J.D. & Co	200	
Phipard Chas K.	200	
Petus & Fell	100	
Proudfit and Redmond	50	
Rhinelander F. W.	401	325
Robinson W H & Co	100	
Russell S T & Co	200	
Robins Amos	100	
Reese W H	700	
Ruther & Gross	200	
Ramsay C.G. & Co	300	500
Ramsay C.G.	100	50
Reed H. G. H		1
Reese W H		125
Rhinelander F. W.		0
Rogers A		200
Sands S. S.	1	
" " & Co	7350	1150
" Mary G.	20	
" W. R	100	
" W H		150
" & Thompson Committee	561	1171
Scott W B & Co	300	
Sweet Edward & Co	100	
Stevens Henry F.	1000	
Scranton & Williard	200	
Scott Geo S & Co	100	
Sistaris Sons Geo K	1200	
Smithers C H & C.	100.	
Exhibit "D"		
Sturgis J H		100
Schlesinger F. S.	500	
Selney J. S. & Co	150	
Townsend H F.	8	
Thompson Fred F.	700	400
Trask Spencer & Co	100	100
Taylor W B & Co	400	100
Turner Manuel & Co	300	
Turner William	100	
Taylor Bros	100	
Town of Hortonia Wis		70
" " Larrabee "		50
" Fairbanks "		4
Thompson F F. Treasurer		100
Van Dyck & Williams	100	
Vilas Joseph	1	
Van Schaick & Co	200	
Voss William	100	
Williams & Guion	100	
Wells Lawrence	1	
Woodruff Morris	30	
Woodruff C H	20	200
Work Strong & Co	100	
White L. L. & Co	100	
Williams Wm B	100	
Weston De Billier	50	
Wiley W. J. & Co	100	
Wallace John	1000	
Wood H Penman		100
Whitcomb H F		1
	50000	10000

List of Stockholders of the New Descent Lake Superior Railroad Company, and the number of shares held by each, as registered on the books of said Company on the 21st day of April A.D. 1883. and also on the 2d day of May A.D. 1883.

Names	No. of shares
Samuel S Sands	144
Gordon Norrie	144
Frederick F. Thompson	144
Joseph Vilas	144
Recorded 3d Sun of may 1883.	

Names	No. of shares
H G H Reed	144
Alfred L Cary	144
Albert Comes	144
Frederick W Rhinelander	144
B & J.	1152.

Articles of Association.

Know all men by these presents that, we, the undersigned, under and in pursuance of Section eighteen hundred and twenty of Chapter Eighty seven of the Revised Statutes of the State of Wisconsin of the year one thousand eight hundred and seventy eight, entitled "An Act to Revise the General Statutes", passed by the Legislature of the State of Wisconsin, and approved June 7th 1878 and the Acts amendatory thereof or supplemental thereto,

Do hereby associate ourselves together and form a corporation for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons or property; and do for that purpose, make, sign and execute these Articles of organization.

Article First. The name of said Corporation shall be "Chicago, St Paul and Northern Pacific Railway Company."

Article Second. The places from and to which such railroad is to be constructed maintained and operated are as follows; viz; Commencing at a point in the State line between the States of Wisconsin and Illinois, near the village of Genoa in the county of Walworth, and running thence in a Northwesterly direction by the most direct and possible route, across said State of Wisconsin to a point on Lake Superior near Superior City, with a branch commencing at or near Neecah in Juneau County and running thence Northwesterly to a point on the St Croix River near Clifton Mills, in the County of Pierce, also with a branch commencing, near said village of Genoa and running thence to the city of Milwaukee.

Article Third: The length of such Railroad as nearly as may be estimated is:- of said main line terminating near said Superior City Three hundred and fifty two miles, and of said branch, near to said Clifton Mills, about one hundred and twenty five miles, and of said branch to said City of Milwaukee about twenty four miles; and the name of each county in said State through or into which said Railroad is intended to be made is as follows, viz; Walworth, Jefferson, Dane, Columbia, Marquette, Adams, Juneau, Waupaca, Clark, Taylor, Chippewa, Ashland, Bayfield, Douglas and Jackson, Trempealeau, Buffalo, Eau Claire, Sepin, Dunn, Pierce, St Croix, and Kenosha, Racine, Waukesha, and Milwaukee.

Article Fourth: The Capital Stock of said Corporation shall be Eleven Million Dollars, (and may be increased in the manner provided by law) which shall consist of one hundred and ten thousand shares of the par value of one hundred dollars each share.

Article Fifth: The number of Directors of said Corporation, shall be thirteen and the names and residence of the directors, who shall manage its affairs for the first year, and until others are chosen in their places are as follows; to wit;

General William S. Rosecranz of St Francisco California now residing in Washington D.C.

William H. Conger of Elkhorn Wisconsin
Edward M. Mahon of Jefferson Wisconsin
Thompson D. Weeks of Whitewater Wisconsin
A.J. Turner of Portage Wisconsin.
William R. Chadsey of New York City.
W. A. Ogden Hegeman of New York City
Thomas G Hillhouse of New York City
George E. Rawlins of New York City
Samuel A. Strang of New York City
Tomeroy T. Dickinson of New York City
William B Strang of New York City
Reed Mc Ilvaine, of New York City.

In Witness Whereof we have hereunto subscribed our names and places of Residence and opposite thereto respectively the number of shares each agrees to take in said corporation.

Name	Residence	Number of Shares
William S. Rosecranz	San Francisco Cal	one hundred and fifty
William H. Conger	Elkhorn Wis	Five shares
Edward M. Mahon	Jefferson Wis.	Four shares
Thompson D. Weeks	Whitewater Wis	Five shares
William R. Chadsey	New York City	twenty eight hundred
W.A. Ogden Hegeman	New York City	One thousand shares
Thomas G Hillhouse	New York City	Five Shares
Geo E Rawlins	New York City	Five shares
Sam[l] A Strang	New York City	Five shares
Tomeray T. Dickinson	New York City	Five shares
W. B Strang	New York City	Five shares
Reid Mc Ilvain	New York City	Five shares
A.J. Turner	Portage Wis.	Five Shares

State of Wisconsin
Walworth County } ss.

William R Chadsey by me being duly sworn on his oath doth say that he is one of the directors named in the foregoing articles of organization and that the names subscribed to said Articles are the genuine Signatures of the persons who subscribed the same above in his presence, and that it is intended in good faith to construct, maintain and operate the railroad mentioned in said Articles.

Wm R. Chadsey

Subscribed and sworn to before me this 16th day of May A.D. 1883.

Henry Adkins
Notary public.

State of Wisconsin }
Walworth County } ss.

Wm H Conger and T. D. Weeks being by me first severally duly sworn each for himself, on his oath, doth say that he is one of the directors named in the foregoing articles of organization, that the names subscribed to said articles are the genuine signatures of the persons who subscribed the same as above; and that it is intended in good faith to construct maintain and operate the railroad mentioned in said articles as Deponents verily believe.

Subscribed and sworn to before me
this 16th day of May A.D. 1883.
Henry Adkins
Notary Public

William H Conger
T. D. Weeks.

Recorded 19th May 1883. 12 folios

B. & E.

At a meeting of the directors of the Chippewa Falls and Western Railway Company on the 15th day of May A.D. 1883. at its office in the city of Milwaukee after due notice, and at which a quorum for business and more than two thirds of the board were present, the following resolution was unanimously adopted=

Voted= That a branch road of the Chippewa Falls and Western Railway be and hereby is located over a strip of land one hundred feet in width the centre line of which strip is surveyed and staked out by this company's engineer, as follows, to wit = Commencing at a point on the main line of the Chippewa Falls and Western Railway about three (3) miles and a half (½) South westerly from the Station called Chippewa Falls Station in the town of La Fayette, thence in a northerly direction through town twenty eight (28) Range Nine (9) West to the Chippewa River and thence across said River to the northerly side of the river road, so called in said town twenty eight (28) and thence Northeasterly, along the northerly side of said river road into River Street to a point at or near the intersection with Wood Street in the village of Chippewa Falls, and thence along the southerly side of said River Street to a point near its intersection with Bay Street, and thence through the yards of the Chippewa Lumber and Boom Company to the northerly shore of said Chippewa River, and thence across said River on the line of the dam of said Company to a point about one hundred and twenty (120) feet from the southerly shore of said river, and thence curving towards the East to a junction with the Wisconsin and Minnesota Railroad at a point about eight hundred (800) feet easterly of said Railroad Station"

A true Copy from the records of the Chippewa Falls and Western Railway Company.

Chas L Colby
President

Attest Edwin H Abbot
Secretary

Recorded May 19th 83.

B. & D.

Know all men by these presents, that the following named adult persons each and all residents of the State of Wisconsin, to wit: James B. Canterbury, William W. Cargill, Duncan D Mc Millan, Samuel D. Cargill, Edward N. Osborne.

Whose names are severally subscribed hereto have this day associated themselves together and do hereby organize and form a corporation in accordance with the laws of the State of Wisconsin for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property. — do hereby make these their Articles of Organization, and do state and declare

Article 1.

That the name of their corporation shall be The La Crosse and Onalaska Shortline Railroad Company.

Article II

That the places from and to which such Railroad is to be constructed, maintained and operated are from the City of La Crosse to the village of Onalaska all in La Crosse County in the State of Wisconsin.

Article III

That the length of such Railroad is to be five miles. And that it is to be maintained located wholly within the County of La Crosse in this State.

Article IV.

That the amount of Capital Stock of the Corporation shall be Five hundred thousand dollars. And that such capital stock shall be divided into and shall consist of Five Thousand Shares of One hundred dollars each. That of such capital stock none shall be preferred.

Article V.

That the names and places of Residence respectively of the Directors of the said Corporation who shall manage its affairs for the first Year of its Corporate Existence and until others are chosen in their places are as follows — with the number of shares of stock which each such Director agrees to take in such corporation That is to say

James B Canterbury whose place of residence is La Crosse in the State of Wisconsin

William W. Cargill whose place of residence is La Crosse in the State of Wisconsin.

Duncan D. Mc Millan whose place of residence is La Crosse in the State of Wisconsin

Samuel D. Cargill, whose place of residence is La Crosse in the State of Wisconsin

Edward N. Osborn whose place of residence is La Crosse in the State of Wisconsin.

In Testimony Whereof the parties above named have hereunto severally subscribed their names this seventh day of May A.D.

In presence of
H. M. S. Burroughs
M F. Hayes

James B. Canterbury seal
Wm W. Cargill seal
D D. Mc Millan seal
S D. Cargill seal
E N Osborne seal

The above named persons chosen as directors have severally subscribed their names and respective places of residence - and do here state the number of shares of stock which each hereby agrees to take in such corporation, That is to say

James B Canterbury La Crosse Wisconsin Five hundred (500) Shares
W W Cargill La Crosse Wis Two hundred (200) shares
D. D. Mc Millan La Crosse Wis
Ten shares
S D. Cargill La Crosse Wis. Fifty (50) shares
E N. Osborn La Crosse Wis Ten (10) shares

State of Wisconsin
County of La Crosse } ss. James B. Canterbury, Wm W. Cargill, Duncan D. Mc Millan, Saml D. Cargill, Edward N. Osborn being severally and duly sworn each for himself deposes and says he is one of the Incorporators and directors named in and whose signatures are written upon and appended to the within and foregoing Articles of Incorporation. That he personally Knows the signatures thereto and each and every one of them to be genuine and that each is the actual handwriting and genuine signature of the respective person whom it purports to represent, and each such deponent further says it is intended in good faith to construct, to maintain and to operate the said Railroad in the said and foregoing Articles mentioned and named.

Subscribed and Sworn before me
this seventh day of May A D 1883.
H M S. Burroughs
Notary Public
La Crosse County
Wisconsin.

J B Canterbury
Wm W. Cargill
D D. Mc Millan
S D. Cargill
E N. Osborne

Recorded 28th May 1883.

To Whom it may concern.

We, Albert Keep President and M. E. Sykes, Secretary of the Chicago and North Western Railway Company do hereby certify:

That Artutes of Consolidation, of which a true and full copy is hereto annexed, were executed by and between the Chicago and North Western Railway Company, and the Chicago Milwaukee and North Western Railway Company and the Elgin and State Line Railroad Company on the 7th day of June A. D. 1883.

That the said Consolidation was duly authorized by the Stockholders of the Chicago and North Western Railway Company at the regular annual meeting of Stockholders held in Chicago June 7th 1883. by the adoption of the following resolution, to wit:

Resolved

That the Agreement of Consolidation, between the Chicago and North Western Railway Company and the Chicago Milwaukee and North Western Railway Company, and the Elgin and State Line Railroad Company bearing date June 7th 1883. which is now presented for the consideration and action of this meeting, be and the same is hereby approved and adopted and the directors and officers of this company are authorized empowered and instructed to cause the same to be duly executed under the corporate seal of this company and to do all things necessary to give effect to said agreement according to the provisions thereof."

That the said consolidation was also duly authorized by the Stockholders of the Chicago and North Western Railway Company by the adoption of the same resolution at an adjourned meeting thereof held at Milwaukee Wisconsin on said 7th day of June 1883.

And we do hereby further certify:

That the said Agreement of Consolidation so executed, was submitted to the Stockholders of said Chicago and North Western Railway Company at a special meeting of such stockholders, duly called advertised and held at Menominee in the State of Michigan, on the 8th day of June 1883 and was then duly sanctioned by such stockholders by the adoption of the following resolution, to wit: —

" Resolved

That the Stockholders of the Chicago and North Western Railway Company do hereby sanction and approve the Agreement made by the Directors of this Company and executed by its officers bearing date June 7th A D. 1883. consolidating the Capital stock, property and franchises of this Company with the Capital Stock property and franchises of the Chicago Milwaukee and North Western Railway Company and with the Capital Stock property and franchises of the Elgin and State Line Railroad Company upon the terms and conditions expressed in the said articles of Agreement and Consolidation

which are hereby declared to be the Agreement of this corporation and do ratify and confirm the same".

And we do hereby further certify

That the whole number of shares of the Capital Stock of the Chicago and North-Western Railway Company outstanding and entitled to vote on the 7th day of June 1883. was.

391,725 shares.

That at said annual meeting of Stockholders held in Chicago June 7th 1883. the votes of more than two thirds of said outstanding stocks to wit 309,716. votes were cast in favor of said Resolution authorizing Consolidation and no votes against it.

And at said adjourned Meeting of Stockholders held at Milwaukee Wisconsin on said 7th day of June 1883. the votes of more than two thirds of said outstanding stock, to wit: 309,550 votes were cast in favor of said Resolution, authorizing consolidation and no votes against it.

That the whole number of shares of the said Capital Stock outstanding and entitled to vote on the 8th day of June 1883. was 391,725. shares.

That at said Special Meeting of Stockholders held at Menominee Michigan on the 8th day of June 1883. the votes of more than two thirds of said outstanding stock to wit:- 309,550 votes were cast in favor of said resolution sanctioning and confirming the Consolidation and no votes against it.

In Testimony Whereof we have hereunto set our hands and affixed the corporate seal of said company this eighth day of June 1883.

Albert Keep President
Chicago & Northwestern Railway Co.

and

M L Sykes Secretary
Chicago North Western Railway Co.

Articles of Agreement and Consolidation, made this seventh day of June A.D. 1883. by and between the Chicago and Northwestern Railway Company, formed and organized under franchises to be a corporation granted by the States of Illinois Wisconsin and Michigan, party of the first part. The Chicago Milwaukee and Northwestern Railway Company duly formed and organized under franchises to be a corporation granted by the States of Illinois and Wisconsin, party of the second part and the Elgin and State Line Railroad Company duly formed and organized under franchises to be a corporation granted by the States of Illinois and Wisconsin party of the third part. Witnesseth:-

Whereas the parties hereto are desirous of consolidating with each other and are by their Charters respectively duly authorized and empowered to consolidate the Capital Stock of each of said companies with the Capital Stocks of the other Companies, so as to form but one consolidated corporation on such terms as shall be agreed upon by the directors of said companies parties hereto.

And Whereas, The lines of Railroad of said companies form continuous and connected lines of railroad and are not parallel or competing lines.

And Whereas: the terms of such consolidation have been agreed upon between the Boards of Directors of the respective parties hereto as the same are hereinafter set forth.

Now Therefore this Agreement Witnesseth: in consideration of the mutual covenants agreements and grants herein contained the said parties of the first second and third parts do by these presents, merge, combine and consolidate their respective capital stocks, franchises, grants, immunities, privileges, capacities, properties and rights of every name and nature into one company, that is to say into the Chicago and North Western Railway Company, which said Company shall from henceforth have and possess all and singular the rights, franchises, powers, immunities, privileges and capacities, which are or have been granted to or conferred upon or possessed or enjoyed by either of said parties hereto, by or under any enactments of the said States of Illinois, Wisconsin or Michigan.

And this Agreement further Witnesseth:- that the said parties have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of such consolidation, which terms and conditions the said parties of the first, second and third parts do mutually covenant, promise and agree to observe, keep and perform.

Article 1. The persons who shall be Directors of the Chicago and North-Western Railway Company at the time of such consolidation, shall be the Directors of the Consolidated Company and shall act as such until their successors are duly elected: and the persons who shall be officers, agents or employees of the Board of Directors of the Chicago and North Western Railway Company at the time of such consolidation shall continue to act as such until otherwise ordered.

Article 2. The Board of Directors of said Company shall be constituted in all respects as the Board of Directors of the said party of the first part is now constituted with the same rights, powers, duties and tenure of office. Regular annual meetings of the Stockholders, for election of Directors and for other business shall be held as now provided by the Charter and By Laws of said company until otherwise ordered. The said Board of Directors or the Executive Committee may appoint such officers and establish such By Laws as they see fit and may change the same at pleasure.

Article 3 The By Laws and the corporate seal of the said company shall be the By Laws and Corporate seal of the Chicago and Northwestern Railway Company until otherwise ordered.

Article 4. Common Preferred and Special stocks of the Chicago and North Western Railway Company shall be the Common, Preferred

and Special Stocks of the said Consolidated Company under the same conditions in all respects as are now provided for, and each share to be of the par value of one hundred dollars.

Article 5. The Stock of the said Chicago Milwaukee and Northwestern Railway Company shall be convertible into the common stock of the Chicago and North Western Railway Company at the election of the holders thereof on the following terms and conditions.

Each holder of said Stock of the Chicago Milwaukee and North Western Railway Company may receive one share of the common stock of the said Chicago and North Western Railway Company for each share of the stock of said Chicago, Milwaukee and North Western Railway Company surrendered by him to such Company.

Article 6. The Stock of the said Elgin and State Line Railroad Company shall be convertible into the Common Stock of the Chicago and North Western Railway Company at the election of the holders thereof, on the following terms and conditions

Each holder of said Stock of the Elgin and State Line Railroad Company may receive one share of the Common Stock of the said Chicago and North Western Railway Company for each share of the stock of said Elgin and State Line Railroad Company surrendered by him to such company.

Article 7. The Capital Stock of the said Chicago and North western Railway Company after said consolidation is hereby declared to be the aggregate of the Stocks, Preferred, Common and Special which the respective companies were and are authorized to create by virtue of the Laws applicable thereto, and all which the said Chicago and North Western Railway Company is authorized to create or issue by virtue of the provisions of its Charters and by general and Special Laws of said States, all of which powers are hereby expressly reserved to said Company.

Article 8. Each and every existing bond, lease, contract, agreement, obligation, trust or liability heretofore entered into assumed or agreed to either by the Chicago and North Western Railway Company or by the Chicago, Milwaukee, and North Western Railway Company or by the Elgin and State Line Railroad Company shall be saredly discharged fulfilled and observed by the said Chicago and North Western Railway Company after said consolidation and each and every of the acts, assumptions, proceedings, resolutions and doings of the respective Boards of Directors of the said Companies and their authorized agents, offices and committees shall be and the same are hereby ratified, confirmed and made valid and shall be observed by the said Chicago and Northwestern Railway Company.

And these presents further Witnesseth: that the said Chicago Milwaukee and North Western Railway Company party of the second part, in consideration of the premises and of the sum of one dollar to it paid, the receipt whereof is hereby acknowledged, doth hereby

grant, convey, assign, set over, to and vest in the said Chicago and North Western Railway Company for the purpose of such consolidation all the railroads of the said party of the second part, to wit:

From a point of connection with the Chicago and North Western Railway near the City of Fond du Lac Wisconsin, easterly to Sheboygan, Wisconsin, westerly to Princeton Wisconsin and southerly via Milwaukee to Chicago Illinois. Also from a Point of connection with said Chicago and North Western Railway near Madison, Wisconsin easterly to Milwaukee and westerly to Monfort Wisconsin with extensions and branches to Galena, Platteville, Lancaster and Woodman, in all about 459 79/100 miles of constructed railroad, and including all branches in process of construction and all franchises and rights to construct other branches or branch railroads, and all the equipments implements and materials used or acquired therefor and all rights, privileges, immunities, franchises, powers, and all the lands and right to lands and property, money and effects, real, personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the second part, or in or to which the said party of the second part hath any right, title, interest or claim either in law or equity.

And the said Elgin State Line Railroad Company, party of the third part in consideration of the premises and of the sum of one dollars to it paid the receipt whereof is hereby acknowledged, doth hereby grant, convey, assign, set over to and vest in the said Chicago and North Western Railway Company for the purpose of such consolidation all the railroads of the said party of the third part, to wit:-

From a point of connection with the Chicago and Northwestern Railway at or near Genoa, Wisconsin, northerly to Lake Geneva, Wisconsin and southerly to Elgin, Illinois, and from St. Charles, Illinois southerly to Geneva, Illinois, in all about 47 44/100 miles of constructed Railroad and including all the equipments implements and materials used or acquired therefor and all rights, privileges, immunities, franchises powers and all the lands and right to lands and property money and effects, real personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the third part, or in or to which the said party of the third part hath any right, title, interest or claim either in law or equity.

And the said parties of the first, second and third parts for the consideration aforesaid do mutually agree and declare that the said consolidation shall take effect and the said consolidated Company shall go into operation immediately upon the adoption and ratification of these Articles of Consolidation by the Stockholders of said Companies and the Boards of Directors of the said Chicago and North Western Railway Company shall have full powers to carry said consolidation into effect by all necessary or proper acts or things for that purpose.

In Testimony Whereof the said parties of the first, second and third parts have caused these presents to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals to be hereto affixed the day and year first above written.

Chicago and North Western Railway Company
by Albert Keep President
Attest M. L. Sykes Secretary

seal

Chicago Milwaukee and North Western Railway Company
by Albert Keep President
Attest J B Redfield Secretary

seal

Elgin and State Line Railroad Company
by Albert Keep President
Attest J B Redfield Secretary

seal

State of Illinois
Cook County } ss.

Be it remembered that on this seventh day of June in the year one thousand eight hundred and eighty three before me J. F. Cleveland a Notary Public in and for said Cook County in the State of Illinois, duly appointed and qualified, personally appeared Albert Keep President and Martin L. Sykes Secretary of the Chicago and North Western Railway Company who are personally known to me to be the same persons who executed the foregoing instrument as such President and Secretary respectively, and having been by me first duly sworn the said Albert Keep did depose and say, That he is the President of the Chicago and North Western Railway Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of said Company.

And the said Martin L. Sykes did depose and say: That he is the Secretary of the Chicago and North Western Railway Company and the keeper of its corporate seal. That the seal affixed to the foregoing instrument purporting to be its corporate seal is such corporate seal. That it was so affixed by the authority and direction of the Board of Directors of the Chicago and North Western Railway Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Martin L. Sykes severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Chicago and North Western Railway Company for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written

seal

J. F. Cleveland Notary public.

State of Illinois
Cook County } ss. Be it remembered that on this seventh day of June in the year One thousand eight hundred and eighty three before me J. F. Cleveland a Notary Public in and for said Cook County in the State of Illinois duly appointed and qualified, personally appeared Albert Keep, President, and Joseph B. Redfield Secretary of the Chicago Milwaukee and North Western Railway Company who are personally known to me to be the same persons who executed the foregoing instrument as such President and Secretary respectively and having been by me first duly sworn, the said Albert Keep did depose and say, That he is the president of the Chicago, Milwaukee and North Western Railway Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company.

And the said Joseph B. Redfield did depose and say: That he is the Secretary of the Chicago Milwaukee, and North Western Railway Company and the keeper of its corporate seal, That the seal affixed to the foregoing instrument purporting to be its corporate seal, is such corporate seal, That it was so affixed by the authority and direction of the Board of Directors of the Chicago Milwaukee and North Western Railway Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B. Redfield severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Chicago Milwaukee and North Western Railway Company for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

seal

J F Cleveland Notary Public

State of Illinois
County of Cook } ss.

Be it remembered that on this seventh day of June in the year One thousand eight hundred and eighty three before me J. F. Cleveland a Notary Public in and for said Cook County, in the State of Illinois, duly appointed and qualified personally appeared Albert Keep, President and Joseph B. Redfield Secretary of the Elgin and State Line Railroad Company, who are personally known to me to be the same person who executed the foregoing instrument as such President and Secretary respectively and having been by me first duly sworn the said Albert Keep did depose and say: That he is the President of the Elgin and State Line Railroad Company and that he signed the foregoing instrument by the authority and direction of the Board of Directors of the said Company.

And the said Joseph B. Redfield did depose and say: That he is the Secretary of the Elgin and State Line Railroad Company and the keeper of its corporate seal. That the seal affixed to the foregoing instrument purporting to be its corporate seal, is such corporate seal. That it was so affixed by the authority and direction of the Board of Directors of the Elgin & State Line Railroad Company and that he signed the foregoing instrument by the like authority and direction.

And the said Albert Keep and Joseph B. Redfield severally acknowledged to me that they had executed the foregoing instrument as such President and Secretary respectively as the free and voluntary act and deed of the Elgin and State Line Railroad Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year first above written

J. F. Cleveland
Notary public

Office of the Chicago and North Western Railway Company.
June 8th 1883.

We Albert Keep President and M. L. Sykes Secretary of the Chicago and North Western Railway Company do hereby certify.

That the two lists here following, headed respectively "Common Stock List" and "Preferred Stock List" show correctly the name of each and every person who was a Stock holder of the Chicago and North Western Railway Company of record on the 7th and 8th days of June 1883 and the number of shares of such Capital Stock held by each.

In Witness Whereof we have hereunto set our hands and affixed the Corporate Seal of the Chicago and North Western Railway Company this 8th day of June 1883.

Albert Keep President
Chicago and North Western Railway Company
seal.
Attest M L Sykes
Secretary.

Common Stock List

Allen John	96	Allen & Stead	350
Akin A J	100	Arnett & Young	100
Arbogast Philipp	50	Anderson A L	100
Austin Wm	200	Atkinson H	1200
Adams Kellogg & Mason	100	Akin A J Trust	108
" Geo H	5	Amom Geo	400
Alexander L D & Co	200	Arnold Stanley	100
American Investment Trust Co	700	Abbott E Araminta	30

Austin Chas T.	100	Boody McLellan & Co	2500
Barker & Tinker	500	Bogart O M & Co	200
Barlow Geo	1700	Brown Walston H & Bros	200
Blake Bros. & Co	100	" Mrs M M E	20
Bartram Bros	100	" J B & Sons	50
" Mary A	45	" Harriett L	10
" Sarah J	45	Boy Simon & Co	200
" Elizth M.	45	Brookfield Kate M	50
Barnard Mary A	55	Brokway Ida A	25
Belden Ogden & Co	200	Bronson Fred K	200
Benedict, Cohman & Co	500	Bolit Elise	5
Beck Anne S	10	Board mnn C W	2
Benton C. Louise	11	Boyd Harriett D.	10
Beers Isaac	20	Brooks De Lorma	1
Bouvier M.C.	100	Burdett J B & Co	500
Brown A H & Co	200	Butterfield J.G.	900
" Wm Smith	25	Burras H K & Co	200
" E.A.	75	Bullard Enoch F	32
Burnham Gordon W	200	" Mrs Laura C	43
Busk & Jevons	470	Butts Lizzie T	30
Baker & Sturdy	200	Bullock A S	50
Baldwin & Weeks	100	Bulkley Elizth	13
Handy G	100	Burk Fitts H	100
Bates Mrs Caroline C	50	Bruce Dno	100
Barnum Mary L	10	Busk Stephen	50
Bartram Jos B.	45	Bunker Geo K.	8
" J W	45	Bryant Julia S	100
Bartlett Josiah	50	Charles R T.	308
Bayliss Sarah	100	Clarke Norman	1
" John	50	Crane Jas B	200
Bancroft Mrs Zayde E	24	Capel Jas & Co	50
Backem C H	100	Clapp D. T.	20
Barker Josephine T	4	Campbell Henry T.	100
Benedict E. C. & Co	400	Clews Henry & Co	250
Breese & Smith	2300	Closson & Hoyt	1800
" W. L	100	Cobb Silas B	8
Bell Jos	100	" Nathan	55
Beadle Sarah M.	50	Cutting R L	300
Belden E. B.	100	Cammann & Co	200
Beaumont Mary Ann	100	Clark Dodge & Co	100
Brett Hiram	10	" Patrick J	14
Benjamin Jno & Co	500	Charlotte F H.	100

Chase & Higginson	70	De Witt Chas H	400
Cram Jenar M	200	Debros Harry	100
Cavelje Thos	50	Dillon Sidney	800
Chapin Mrs Julia I	100	Dominick & Dickerman	900
Cram Louise F	100	Donald Gordon & Co	1500
Clapp Illinois Co	10	Dobbs Arch E Extr	70
Canning Jno	1	Duscenbery Cyman H	800
Cathcarth David	8	Durant March & Co	200
Carlton Jas F B	10	Dunlow Easton & Herts	90
Craig Robt	25	Eames & Moore	600
Cisco Jno J & Son	100	" M R	200
Child Geo L	4	Emerson Josef	4
Coolidge J Jefferson	1000	Elmendorf John A	10
Combs A H & Co	500	Elliott R S & Co	400
Colgate J B & Co	2000	Enos H K & Co	1700
Collier Mary & Co	100	Earle Wm F	1000
Colbron Day & Field	100	Endres Thomas O	900
Collins Jas G	10	Ellis Griffin & Co	100
Colby Jno	10	Elliott Henry G	26
Cobb C K	10	Ferris Asa & Kimball	300
Cohen Sol L	100	Fuman F F & Co	500
Courtright M	5	Fellows Jas W	600
Day & Heaton	50	Fallon Geo A	100
De Rivas M E & Co	50	Frank Alex	10
De Jong C & Co	200	Fay Clement K	5
Deitz Peter W	2	" James H	50
Dearin Sam L	10	Feary W H	5
Derwent Edwd	2	Fitch Wm	100
Decker Howell & Co	1200	Field Mrs Florence L	250
Duncan Jas G	140	Fisher A J	100
Davis Jno H & Co	300	Fiske Mary T	20
" & Minn	900	Fuisbie Harriett M	10
Dabney Roxana	100	Flower R T & Co	500
Drake Albert A	100	Forbs May Lachlan	200
De Wolf & Tarsons	300	" Mahlon	6
Drexel Morgan & Co	200	Floyd Jones & Robison	100
De Neufville & Co	400	Formby Richd	35
Denny Thos & Co	50	Fuller J A	5
Dewing H & Son	100	Frank R S	200
Dear Helen L	100	" and Co	3300
De Murry Henry G	100	Fraie J K & Westervelt	400
Dearing Jasnes	100	Fan Geo	600

Graham David	1	Harwood Harrison	100
Gilley F W Jr & Co	300	Hartshorne Benj M	200
Goadby W H & Co	100	Haskins Cyprenus W	100
Gould E W	10	Hargate Jno	15
Glover Mary Extr & Reuben Thr Henry Extr	22	Head Chas G & Co	600
Grant Francis	150	Hew Edwd	300
Galpin Horace	5	Hendricks M M	100
Gelston & Fleming	300	Heywood Jesse	50
Grunsheim M & Co	500	Hillyer A R	20
Green Tweed and Co	100	Hill Jas	20
" Jacob	21	" Ira B	10
" J Ashton	100	Hollins H B & Co	6720
Gebhard Jno Jas Henry	50	Hollister H H & Co	100
Georgie Maggie	5	Hone Jno Jr	100
Girardin Barth St Marc	20	Hooper & Mercy	25
Gibson Geo Stacy	20	Hopkinson Geo W	30
Gould Jay	100	Holden Geo H	15
Jaffe & Rawle	100	Hudson C D & Co	2500
Glover Florence S	30	Hubbard and Farmer	200
Goldschmidt M	10	Hughson Fredk	20
Gwynne & Day	700	" Miss F	10
Hartshorne J M & Bro	300	Hughitt Marvin	5
Hatch & Foote	350	Hull Mary E	5
Hall Jas S	25	Hunter J H	50
Hallgarten & Co	400	Incher Chas E	20
Hartford Fire Ins Co	200	Ingersoll Margt L J	25
Haight Chas	100	Imbrie Wm M	100
Henson Kilbreth & Co	262	Jameson Smith & Catting	400
Hendricks Isaac	60	Jawkson J J Jr	20
Het Administratie Kantoor van Amerikaansche		Jenner Asher E	1
Fondsen opgericht door Broes en Gosman		Jones Martha B	20
en Hake & Van Eeden Jannasch & Gomm		" Martha M	10
te Amsterdam	120	James Jno S & Co	150
Hillyer Jno B	100	James Louise F	10
Horton H L & Co	1350	Jesups & Lamont	1100
Hopfner Mrs G	1	Justh & Co	400
Hulbut H A Jr & Co	200	Jiglar Dr Clement	20
Hubbell Ann B	2	Kraus Dr Gustave	34
Hance J A	1300	Kennedy & Harvey	3000
Hatch W J and Sons	100	Kneeps Albert	1000
Hale E J M	600	" H A	200
Harwood Harrison Jr	100	Kennard Jno	10

Kings James G Sons	1170	Lockwood F. St John	100
King Edw J & Son	300	Lloyd Alfred	100
Kissam Whitney & Co	300	Lucas S.T.	18
Kingsley Mary B	5	Washington Mrs Henrietta	37
Kryder Jno	7	Lynde Martin T.	50
Knapp Sheppard & Co	300	McCready N L	100
Kenneys & Babcock	850	McCormick C H.	6
Kelly Jas E	400	Macaulay Henry D.	200
Kellogg Jas H	50	Marx & Co	100
Kimball R.J. & Co	200	Manning Jno B	200
" Howell & Co	100	Mark Geo T	5
" R.J.	500	May & King	2900
" W.C.	10	Marie Sarah S	240
Kirkland & Co	100	Mauer Geo	14
Kniekerbaker & Co H	1800	Menzesheimer Chas & Co	500
Kidder Am & Co	1170	Miller Wm Starr	200
Kirkum J	600	Morton Bliss & Co	2700
Knowlton Edwin	14	" Mary J	10
Kohn Julius A	150	McGinnis Bros & Fearing	3200
Laurence Bros & Co.	1000	McMicken J.A. & Co	1200
Laidlow & Co	600	McCool Dan	10
Lawes Jno B	50	Mason & Smith	250
Leeds Mary A	65	Martin Ralph	200
Livingston Mary L	8	" Sarah H	25
Lawson Douglas & Co	2050	" & Runyon	100
Lapsley Howard & C.	1300	Mayer Winslow & Cornwell	200
Latham Alexander & Co	200	Macy Francis H	100
Ladenburg Thalmann & Co.	400	Mandlebaum Johanna	10
Lane Geo E	50	Mathers Rev. M.A.	25
Lawless Jno	2	Merker C.J.	400
Lamb O.J.	20	Mercantile Ins. Co	100
Lee Ryan & Warren	800	Mead Eliza W.D.	10
Lee & Ryan	100	Merritt Douglas	50
Leverich C.D. & J H	140	Miller Francis & Co	1100
" Fanny F.J.	10	" Geo N	300
Leary Arthur	400	" H Ray	100
Leonard John	300	Moore W.D. & Co.	150
Leake Robert	100	Morgan A.C. & Co	100
Levin W H	100	" Mrs E R	100
Lewis Emeline	25	" Helen M	8
Limbert Walter	100	Morewood Geo B & Co	100
Lockwood F M & Co.	100	Montgomery Thomas	30

Morris Cath L	15	Peters A M E	10
Morrison Robt	20	Phelps Dupton	65
Murray & Darling	100	" E J	10
Munger R B	50	Pelham Barbara	20
" H.S.	10	Prince & Whitely	600
Musser Richd	100	Prior Edmd H	120
Myers W W	300	Price H. H & H Pott	15
My Life Ins & Trusts Co Trustees	55	" Arthur J R.	15
Nichols W.S. & Co	400	Pennfit & Redmond	100
Nicholas H.I. & Co	600	Post Wales & Co	600
Niles L. H.	100	Pomroy W.H.	10
Nicholas Am	100	Porter H.H.	5
Noyes Geo D	15	Potter Horace F	2
Ogden King & Co	2200	Pott Henry	15
Oppenheim E. D & Co	200	Pomroy Mrs M.J.	125
Owen T.J. & Co	200	Powers Am	20
" T.J. & Son	300	Pullar Robert	30
O'brien W. J	215	Plunkett Kate C	50
Osborn C J & Co	5000	Pedington Henry F	1
" C J	100	Richmond David	400
Orr Jas	420	Robey Isabella &	33
Osgood J W D.	20	Raymor Wm Prest.	100
Osgood Eliza F	12	Redmond Gould H	700
Opdyke & Co	100	Reckendorfer Jos	100
Perryn R. H	20	Redmond Annie	50
Peck Mrs J.M.	5	" Emily	50
Penfield Mary H	4	Richardson F. L	100
Phipps Gardner	300	Robertson Lovingt	400
Pike E	53	" Thos. D.	1
Probst J.D. & Co	450	Rogers & Randolph	300
Powers H.L.	100	Robins & Robinson	1100
Post Richd B	3	Robinson W.F.	100
Potter Wm H	20	Ross Geo F	10
Patten Wm L & Co	100	Rodman Chas L	10
Paine C T	15	Sackett W.A.	15
Parsons Bramwell & Co.	100	Sheldon W C & Co	100
Platt Saml R	300	Sternbach H H & Co	100
Player Jacob Hart	40	Sweet Ed & Co	520
Palmer Francis H	200	Service Jean Crawford	588
Paddock S.D. Jr	50	Stein O.H.P.	100
Peterborough Savings Bk.	80	Stephani F M	2
Peck L & N	10	Smith F & G W	100

Smith Geo	11	Strong Mrs L R	25
Stone Edwin	50	Stone Jane W	50
Stout and Thayer	200	Sumner Sarah F	25
Sykes M L	1016	" Emily D	25
Snyder Benj	4	Sykes M L Trustee	4200
Savary Chas	100	Teask Spencer & Co	2200
Scranton Willard	800	Travelers Ins. Co	800
Stager Anson	100	The Fidelity Ins & Safe Dep. Co	
Stackpole J Lewis	100	Attorney Louise Morlat	18
Shaver Cornelius H	100	" " Louise Morlat	19
Sprague Henry W.	5	Titus Geo	60
Salomon Henrietta H	15	Tucker Jas & Co	100
Sanz Marianna	4	Turner Emily F	100
Stebbins H. T. and Son	100	Truman & Coolidge	700
Sternbach Chas	300	Turner Mamel & Co	700
Shepard A W	220	Taylor Alex & Sons	500
Sheffield I St John	100	" James	50
Searing Anna H	2	" Mrs Josephine D.	100
Sherwood Eliz & K	100	Thayer & Newton	50
Stevens Eliz W	3	The Ulster Banking Co	713
Seeley Wm E	10	Tredick T. Satter	25
Spencer Mary T	20	Trevitrick Mary	20
Sneithers C H & Co	300	Thompson Jno	300
Smith Fetrk W	100	Thompson Mrs Josephine O	100
" Oscar B	100	" Jedida M	4
" F L.	700	Trotter Wm	100
" D. S.	20	Toronson Silvanus S	50
" James	2	Thomas Peirson H	40
" Geo	2	Tucker Wales	50
" Robert	2	Van Nest A R	500
Sidenbury Henry	200	Vermilye & Co	1000
Simpkins N. S. Jr	100	Von Hoffman L & Co Intrest for Aug C Boden	1
Spring Annie E	37	" " " Edwd T. Boden	5
Spring Anna R	15	" " " E T Boden	8
Sistare Geo K Sons	100	Van Dyck Wm	400
Shipman Asa L	60	Van Emburgh & Atterbury	400
Stout Jas. S.	900	Van Buren J D Jr	50
" & Co	200	Varney Chas A	10
Scott W. L.	105	Vredenburg E H	100
" Almira	10	Vyse Sons & Brown	100
Soutter & Co	100	Wallace F B & Co	200
Slosson Wm	100	Walker Eliza	11

Walker Mary Ann	3	Wenner J & S.	500
Watson Joel & Co	300	Workman Robt & Co	780
Watson Don Alonzo	200	" " & Wm	260
Walker Jno B	17	" J & R	171
Webb W. S. & Co	2500	" Wm	15
Wells Chas T	.26	" John	80
White L L & Co	2025	" Robt Wm & Marion	85
Wiley W G & Co	700	" Rev Robt	299
Whitehouse & Co	3200	" J & T	50
Wickham & Halsted	600	" Sarah Feite	10
Williams W. Wirt	20	Work Frank	300
Whitewright Wm	500	Woerishoffer & Co	200
Wolff Chas D & Co	300	Wood Robt W.	200
Worn Storey & Co	900	Worden Smith	35
Workman Thomas	120	Worden & Co	600
Walsh S W	100	Youngs & True	200
Wadsworth & White	900	Zabriskie Louise N.	50
" W B	1000		168,484
" Clara L. B.	10	Attest M L Sykes	
Wallace David	700	Chicago & North Western Railway Co	
Ward Marcus L	50		
" Marcus L Jr	10		
Walgrove E. W.	100		
Watson Arthur W	10		
Wallbridge Louis Co	17		
Warner B R. Gdn	7		
Westmore and Rathborne	200		
Wheeler J. O.	100		
Wells Chas	100		
Weaver Griswold	1		
Welles C E	300		
Wilson H. S. & Bro.	100		
White S V & Co	25		
" H. C.	15		
" Geo	10		
Wright Geo W	200		
Winthrop Egerton L	150		
Whipple Eliz th S	1		
Willets Jas R	10		
Witbeck Francis M	55		
Wise Chas	100		
Wile Isaac	50		

Stock

Preferred List

Adams Mrs S. R.	8
" Platt	200
" Mary M.	10
Atwater Lyman H	25
Allen John	67
" Anna M	8
Abel Jno H	200
Adee Mary A	40
Andrews Julius T	552
" S W	1000
" Eliza A	44
" Saml F.	7
Abel Mrs D. S.	20
Amer Mary C	7
Alexanders F. & Sons	100
Appleton W. S.	100
Ames John N	1
Amsden C Henry	60
Akin A J	400

Akin Mary J 15
" Cornelia 19
Aldridge Spencer 10
Astrobus H L & Coulthurst & H D Ryder 500
Arnold Annie M 10
" Chas G 20
Amory Mrs Annie S 100
Armour M J 15
Armour Barbara 300
Arbogast Philipp 100
Austin Wm 250
Alvy Amelia R 5
Allyn Miss Harriet N 45
" John T 24
" Miss Charlotte C 45
Barker and Tinker 100
Baylis A B Jr & Co 100
" A B 10
Barlow Geo 800
Blake Bros & Co 314
Blake J W S J Mallon & Sam'l T Tenney Tees 60
Barger Sam F 500
Bartram Thos B 300
" Bros 50
" Mary A 50
" Sarah J 50
" Elizth M 50
Baker C T 50
Braddock Elizth R 5
Barnard Margaretta A 20
" Jos F 200
Baron Clara Russell Edw 24
Baylies Nathalie C 20
Baldwin Mrs Susan 10
Barr Sarah Jane 200
Battelle Lewis F 100
Bailey Mrs Lydia A 12
Bates Laura S 20
Beaman Adelaide C 5
Blair Jas S 24

Baird Mary H C 34
Bancroft Mrs C E 23
Bennison Edwd 100
Bilden Ogden & Co 100
" Wm 100
Benett S A & Co 700
" W W 50
Benedict Coleman & Co 100
Brewster Sarah A 18
" John 150
Beck Theresa R 8
" Anne S 20
Beers Henry J 25
Bergh E J 50
Besse Augustus C 10
Benton C Louise 73
Bell Isaac 100
Berresford Mary D 6
" Mary S 6
Bergen Tennis G 100
Beardsley W C 100
Bedell Abm 50
" Caleb C 10
" Mrs Ellen 20
Bettnes James 50
Beers Isaac 50
Becker Jerome 3
Benton Abigail 9
Berge Elizth 100
Bishops H C R 500
Bissell G F J C Parsons J R Redfield admstrs 50
Birchall J D 100
Birch Wm 50
Bliss Geo Theo 5
Briggs Laura R 5
Bridgeman W S 50
Brien Mary 50
Bristal Mary G 20
Bouvier M C 200
Brown A H & Co 100
" Mrs Mary C 10

Brown Wm Smith 25
" James 40
" Mrs Ann D 50
" Timothy 10
" Peirl 20
" E A 75
Bouvier & Wallace 100
Bonjorge C W 200
Boswell Chas 100
Brooks Rachel A 14
" Maria 14
" Harriett C 15
" Gary 73
Bogert Henry A 10
" H A & E C Edms 10
" H A & E C Trustees 10
" C C 10
Bond Ellen Mrs D 50
Boynton Geo F 10
Bucklebank Thos 350
Bucklebank Ralph 200
Broadbent Jno Harvey 40
Bondish J W 50
Bowman G H 50
Boyd Ellen W 10
Burke Jno M 100
Burnham Gordon W 1800
" Mrs Mathilda W 100
" Jas W 100
Bunnstead Mary J 60
Butler Frances K 50
" James 10
Burr W M 100
" Heman 100
Burkhalter Chas Jr 100
Bushe Chas Kendall 120
Butts I de Witt 25
Burk & Jevons 230
Buxton Emily Mary 200
Bulkley Oliver 100
" Elizth & Oliver Trustees 10
Bruyn Aug H 50

Cahn L & Co 100
Carter Margt Thos Drummond and Leslie Carter Trustees 126
Charles R P 800
Chapman Luke 10
" W H 100
Case Watson & int trust 200
Clark Lucius C 10
" Julia Co 85
" Julia G 50
" Julia C Gron 100
" Edward 10
" Norman 1
Cram J Jr 75
" W M 50
" Jas B 200
Carroll Henriette 34
Carey Mrs M & Miss M 50
Champlin Angelina G 20
Camp Cornelia 5
" Catt & C 5
Capel Jas & Co 70
Clapp Dwight P 20
Chambers Gary 60
Campbell Henry F 16
" Mary A 50
Chapin & C 10
Carlton A J 30
Clews Henry & Co 400
Creagh Martha M 11
Chew A L, F Beasley, & Thomas Hillhouse Tees 30
Christ Josephine C 200
Closson & Hays 100
Cerrue Inv 1500
" Jacob 300
Collins Kate 30
Courtauman Mojin 10
Cowell Herbert 20
Cook J M Exr 75
" J M 72
" Walter 50

Cook Stephen	10	Dearin Sam'l L	20
Cropper James	92	Dennis Georgiana M.	5
" Ino W	50	De Saulles Marie Armida	38
Coffin Esther L	25	De Suffrin Jeanne M a	66
" Caleb	35	Devlin James	100
Cormick E V	100	Defriez J C.	11
Corlis Bessie R	10	De Pierre Adele	7
Cooper & Hewitt	25	De Chambrier A Trustee	3
Corliss J M	100	De Pierre Chas De Fury	14
Cooley F R	300	De Fury T	24
Colfax Schuyler	70	Depeyster Estelle L	9
Colton Alice S	10	Dean Geo	1
Cobb Silas B	9	Derwent Edmd	2
" Nathan	58	Decker Howell & Co	100
Coe Osborn	50	Dinsmore W B. Pt	1000
Coddington Mrs Julia	140	Ditmas Louise R	50
Curry Wm	1000	Dibble Wm A	200
Churchill G C	100	Dows David	200
Marlborrough	15	Downing Acy & Co	400
Curtis Miss Francis J	50	" Chas H	50
Cutting R L.	100	Doolittle Julia T	25
Cummins T A	100	Douglas W B	50
Cutler Mrs Jennie E	50	Dowd Richd N	100
Day & Heaton	100	" Mary E	3
" Nathan & Co	100	Dobbs Ino	10
" Calvin	500	Dow Jas H	1
Davis Howland	10	Du Bois Abram	600
" Naomi L	25	" Sam'l T	100
" Edith A	100	" Elijah	20
Dashwood Maitland	85	Dutton Emily C	10
Darby Alfd E W	40	Drummond Alfred M	50
Dale Ino G	40	Daden Wm	100
Dalrymple A	58	Durand Ino	100
De Mott & Durand	50	Du Forst Henry	55
De Rivas M E & Co	200	" Mary V	100
Dennistown Coors & Co	500	" Victor	200
Depew C M.	142	" Victor Trustee	10.
" C M Attorney	60	Duncan Jas G	100
" Martha M.	20	Dulman A J.	10
De Jongs & Co	200	Dudl Clara G	58
Daly Martha J	15	Dyckman Susan	100
" Peter W	2	Eames & Moore	1400

Eames M R	200	Fuller W H	25
Edmands A L	200	Grace W R	500
Evarts Chas E	10	Grant R S	1400
Eaman Harriett	20	" A H	100
Eccleston Richd	5	" and Co	200
" Robt	5	Grace Anna B.	100
" L	5	" Jr & Westervelt	800
" L. Trs Sophia King	5	Gary Geo	200
" L Trustees	45	Gaskill Mrs E M	10
" Edwd	10	Gately D C.	100
Emerson Jas	4	Graham David	1
Elmendorf Ino A	20	George H.	5
Elliott R S & Co	300	Gemmel Felix K	31
Ellis D W	50	Green Sam'l	150
Enos H K & Co	100	Gilley F W Jr & Co	100
Ely Lucy S	10	Gilmore Henry H	15
Farmer Fanny H Extrx	10	Griswold Elizbt	50
Farley F A.	8	" Mrs F S	30
Fraser J M	42	Gilmartin Ino T	10
Fay Sarah S	100	Gilbert Addison	50
Fairchild David	10	Griffin Danl M	25
Ferris Ann & Kimball	500	Grinnell Sophia V A	50
" Sally Ann	5	Gillis F. Le Grand	50
Freeman F P. & Co	2900	Goadby W H & Co	1100
" Fredk & Alfd Richard Exrs	50	Gold Barbour & Ivory	100
" Fredk	100	Goodhart F J & Co	100
Fellows Jas W.	420	Goodwin Matilda E	25
Ferry Mary A H	175	Gould E W	10
French Francis O	200	" Miss Beulah F	20
Ferguson Francis A	20	Glover T Jas	50
Field Marshall	250	Gross W. H.	15
Frisbie Lemuel T	35	Goddard Jas & Tee	20
" Chas G	15	Glover Mary Extx & R T. Harvey Extr	25
Flint Edwd S	50	Goodrich Mary J	20
Flower R P	2	Gorham Stephen	10
Forrest Geo J	500	Guy Ino	20
Foot Augs E	25	Gwynne and Day	100
Fox Austin G	200	Hartshorne J M & Bro	5100
Frost Mary A	20	Hatch & Foote	600
Ford Girard, & Chas B S. Wortley	30	" Jonathan	20
Forbes Mary Ann	30	Hamilton & Myers	700
Fuller Joseph	14	Hall Henry J	400

Hall Ino L 25
" Jos. S. 50
" Thos H 100
" Ino D 50
Halgatten & Co 750
Haines Walter Estof 15
Hamer Fanny 10
Hartford Fire Ins 200
Haworth Abm 200
Hayden H.J. 80
Haywood Priscilla E 3
Hatfield W F 5
Hale Frances S 10
Harriman Oliver 200
Hazelhurst A W 5
Harvier C 100
Haumer Caroline E 30
Haight Francis 25
Haight Chas 50
Hauthaway C M 10
" E D 10
Haskell Maria 9
Haven Franklin Ttee 15
Henrze Otto & Co 100
Hewson Kilbreth & Co 115
" Josephine R M 25
Hendricks Joshua Edmd & Harmon 100
" Eleanor 100
" Julianna 100
" Isaac 50
Hennaway Homer 10
Henops Alice S 100
Het Administratie Kantoor van Ameri-
kaansche Fondsen abgezigt door Boas
& Jozman, ten Have en Van Essen &
Jarman & Joonen te Amsterdam 22,205
Hinsdale Susan W. 10
Hills Henry H 10
" Amarinh M 20
Hill Cath L 16
" Almira 16
Hillyer Ino B 100
Hillyer Winthrop 58
Hills I & Sons 500
Hilliard J C 10
Hilditch Mrs M E 25
" Geo & Jas B 25
Hibbard W. F. 150
Horton H L & Co 300
Holland Thos 2500
Hoadley Francis A 5
" Chas J 20
Hogarty Ino M 100
Howe Geo S 10
Holmes Elisha H 6
" Mrs Sarah W 8
" Sidney T 10
Hollins Evelina K 5
Hoyt Elizth B 30
" Miss Emily 140
Howland Georgiana 35
" Sloum 100
" Adelaide 100
" Anny 15
Hodge Mary R 3
Hopkins Anthony Heley 50
Hough Chas S 5
Holland Henry T 100
Hotchkin A C 15
House Henry 120
" Mrs Ellen C 35
Hoag Langdon 74
Hopfner Mrs J. 1
Hosack Celina B 130
Hooker Jonathan W 20
Holton Jane L 5
Hurlbut H A Jr & Co 300
Hudson Mary 5
Hussey J 10
" David 200
Hunniwell H H 500
Hurd Jared H 25
Hemgerford Clarence C 25
Hunt Wilson G 100

Hunt Ebenezar K. Admr 200
Hubbell Ann B. 2
Hyde Mary F 5
Hungerford Neuman 15
Ingalls Mary L 12
" Chas R 50
Ingram Lizzie T. Ex 66
Inches Chas E 10
Irvine Chas 100
Jamesan Smith & Catting 1400
Janas W. D. 200
" F. L. 150
" Ino A. 150
Jacobson I J Jr 20
Jacks Geo W. 50
Jaggar Anys 115
Jarb Leonard 50
" Mrs E L 50
Jennings Adm G 50
Jewell Mrs Elizth F 40
" Elizbth F Edn 15
Jewitt J Jr 11
Jermain Jas P 58
Jeanes Saml 174
Jenner Asher E 1
Jones Henry R 200
" Mary 50
" Matthew B 50
" Martha M 10
" Ino J 100
Johnsan Rev A H .25
" Cornelia V W 60
Joyner Herbert C 5
Judson Adoram Jr 10
" Irvinus 50
Knapp & Peabody 100
" Mary M 10
" Royal C 74
Kahn Hyppolite 10
Kraus Dr Gustav 36
Kennedy Harvey 200
" H. & Co 200
Kennedy Susan A 200
" Robt 15
Kemp Albert 3
" H & A 200
" W F 100
" Chas 200
" Anys 100
" Caroline W 10
Kendall Susan R 20
" Caroline C 20
" Georgiann C 20
Kenny H & W 200
Kellogg Chas 100
" Mary Leake 10
Kevan Wm 100
Kennard Ino 10
Ketcham S.W. 50
Kenny Henry 162
Kings Sons Jas G. 20
King R Jr 200
" Sophia 5
" Edw J & Sons 100
" Jas H 10
Kissam Whitney & Co 200
Kirby Fanny 10
Kimball W A 100
" Emily F 50
" Annet Levonia C 80
Knight Sylvester 100
" Mrs T.W. 8
Kinney Mason 20
Kingsley Mary P 5
Kohn J & 150
Knowlton D.O. 85
Kryder John 7
Lawrence Bros & Co 200
" Thos W 2200
" Eloise L 100
" Mrs Marguritta 100
" Ino Rest of 300
" Chas F 300
Laidlow & Co 200

Lamarches H Sons 40
Latimer Henry D 100
Lange Laura 1
Lawton Elizth & Caleb Coffin Exrs 11
" Elizth 25
Lane Elizth D.F. 10
Larkins E A 58
Lansing Chas B. 70
Lazarus J H 50
Lawes Jno F 500
Leiter L.J. 200
Levey M.C. 20
Leak Frederick 200
" John 10
" Chas R 10
" F. Gdn 10
Leeds Mary A 90
Leonard Mary L 1
Leargy Joshua & Eichenauer R.D. 15 4
Livingston Johnston 49
" Mary L 9
Lothrop M J 10
Lord C A & E Ellsworth Trees 100
Lockwood W.B.E 20
Loomis A.G. 5
Lord Geo C, F B Peabody & C E Bancroft Trees 70
Lockwood Hanford 18
Lott Moe S 100
Lummis & Day 100
Lustgens J F 20
Lyons Harriet 50
Lynes Emily A 10
Lyle J.S. 116
Mc Sweeny Jno 277
Mc Lean Jas M 100
" Alex 20
Mc Cready W R 20
" N.L. 500
Mc Donald Jas 40
" Albert G 15
Mc Cormick C H 6
Mc Farlan Eliza A 20
Macaulay Henry D 100
Marx & Co 1300
Manning Jno F 100
" Mary 100
Martinez L & Co 100
Martin D R 25
" Jas H 12
" Caroline 5
Mahaney Ellen Annie 100
Mather Roland 100
Mansfield Kath M 40
" Sarah M 40
" Henry L 40
Marsh Geo T 10
May & King 1000
Marvin Dwight E 8
" Ida N 2
" Margt J 150
" Uriah 270
" Marie Sarah L 250
Maguire Sarah F 100
Mauser Geo 14
Mallan Mary F 60
Mark Esther C 33
" Wm 28
Matson S.J. 8
Matschappij tot behoew het Administratie
Kantoor Van Amerikaansche Fondsen opge-
richt door Broeseau Goaman te Haar-
lem Van Leeuw & Jarman & Boreel te
Amsterdam 2250
Merritt Geo W. 100
" Mrs Julia 200
Metcalf F 100
Menzie C.L. 10
Meyer J A 300
Mitchell E F & Co 100
" Elizer 300
" Matilda 20
" Mills D.O 700
" Edmund L 100
Mingoscheimer Chas & Co 100

Miller Wm Starr 100
" Ichabod R 26
" Ephraim 400
Millner Edward 20
Milne Myra R 50
" Margt 50
" Susan 50
" David J 50
Morton Bliss & Co 1055
" Mary J 8
Morgan D.F. 1300
" M Sons 500
" H T Exr 387
Mortimer W G 100
Morse E R & Bro 10
" Wm J L 2
Mortimer Wm 50
Moore E.L. 30
" C B Exr 200
Montell E A Jr 5
Montague Capt Cecil Edgar 200
Moran Bros 65
Morrison Wm 100
" Nathl H 116
Moir Robt 500
Mott Jas A 150
Monroe Ebenezer 100
Marker Allen 60
Monteath Peter 50
Moro Truman 22
" H O 24
" Mrs Isabel A. 10
Morris Francis S 10
Musgrave Steph Exr 100
Munroe Kath 20
Muirhead Alex 20
Mulford Elisha 70
Murray Geo 10
Myers L Eliza 20
Nathan Julius 100
N.Y. Life Ins & Trust Co Trustee 28
Newcomb Sarah A 25

Nichols W S & Co 100
Nicholas H J & Co 500
" G.S. 300
Niven Robt J. 50
" Charlotte E 50
Norbury J F 100
Noe Chas S 100
Noyes S M 200
North Edwd 20
" Mary F.D. 6
Noyes Susan F 8
Norton Emery E 100
Nye E B 26
Ogden King & Co 1400
Owen T.J. 300
Otis Laura L 100
" Jab F 15
" Saml D 34
O'Brien Cornelius 1
Osborn Chas F 50
Pattison W M & Co 500
Patten Geo D Jr 200
" Horace 5
" Homer W 5
Pratt Zura 10
Parker C H & W D Winsor Trees 10
Pratt Richd N 10
Palmer Jno C 35
Patton Emilie B 25
" Acey A 25
Payson Miss Amelia S 4
Perry Mrs Nancy A 20
" Thos 12
" Simeon F 10
Perry R H 10
Perkins Mary D 25
" Miss Francis W 18
" Mary J. 35
Pierce Edwd 400
Pell Alfd 100
Pressler Dr Valentine 25
Perkins Elizth S. 10

Fuk Mrs J M	50
Fenfield Mary H	4
Phipps Miss Ethelfreda	45
" Susan Jainitha	45
" and Co	65
" Gardner	500
Fizer Chas & Co	500
Fierce F. L.	50
" F. J	22
Fike E	34
Phillips T. A.	5
Fitkin Walter S	40
Frobst J D & Co.	40
" Mrs Julia E	10
Fomeroy Putnam & Smith	100
Fowers H L	500
" Caroline B	100
" Ellis K.	100
Fowell Charlotte J	40
Forter Gibes	50
" Thos	550
" Mrs Abbey J	4
Fark Miss Mary M	6
" Richd B	26
Fotter W H	39
" Horatio	40
Frouty Theuchas	50
Frtnam Albert E	100
" Elias	100
Quirk Tennis W.	50
Quarkenbos Geo F	20
Quarkenbos John D	20
Randall & Wicrum	400
Rasmen Ada W	25
Raven Anton A	30
Ransom J H	100
Randlett Thos L	50
Ramsey Mark	34
Reven Mrs R. D.	50
Reed Chas M. Est of	517
Renwick Jas	100
Rodmigton Henry F	1
Riggs & Co	500
Richmond David	300
" Van R	100
" Richard R H	55
Rising Henry S	10
Richardson Enos	200
" Chas C	50
" Jas	10
Riebsam Chas R	10
Robinson Wm	500
" Zillah Catht F.	145
"	24
Robb Chas	400
Rogers Gouverneur	100
" Geo F Ttee	20
" Edwd K	130
" Edwd K Ttee	200
" Henry B	75
" J. Amys	9
Roebling Washn A	150
Roberts Geo Ttee	16
" Henry	20
" Hector W	70
" Isaac	90
Rorkenbaugh S H	100
Ronkendoff Wm	25
Rubbins H. S.	11
Rubbey Isabella Extx	34
Rutsen Albert O	40
" Henry	120
Russell J W	25
" W. S. & A Forth Ttees	50
Ruppaur A	500
Ruthen Aeryust	80
Ryder Hon H Dudley & H L Antrobus	300
Ryan Jas	100
Savage Emma E	15
Slater Hannah	10
Small Susan A	5
Starr J. C.	100
" Egbert	100

Sharp W W Jr	1
Saugston Mary R	27
Sackpole Dr Fredk D	6
" Susan M	100
" J L & L. S. Dabney	50
Sage H W & Co	100
Sands Kathn	10
Sanford Porter	30
Schaus Herman	5
Sanders Mrs Mary A	25
Schaffer Margt H	30
Sanford G.A.	3
Slade Inv Est of	18
Sackett W. A.	10
Starkey Jennett C	5
Sheldon W. C. & Co	100
Stenbach H H & Co	100
Schells Amys	2500
" Anna	110
" Amys Extr	10
" W R	15
Sweet E & Co	500
" Carrie W	100
Sears Miss Emily E	100
" Henry F	200
" David	100
Stearns Amanda A	19
" C H	20
" W. S.	12
Stewart Wm	10
Sherman E D	60
Sterling Mary H	8
Seymour Mary J	27
" Jas C	26
" Mary L	200
" Mary T. A.	68
Spencer I Luther	100
Seaman Susan W.	20
Shermerhorn A. L.	50
" Ins W	50
Sherman David H	50
" — S.	120
Sherman Jas A	40
Seeley Wm E	10
Sexton E B	80
Serrie Jean Crawford	22
Stem O H F	100
Scrilla José	500
Stephany F. M.	2
Shepard Margt L	4000
Simpson Michael H	1300
Sillar Mrs Mary A	100
Smith Byron L	700
" F & G W	100
" Clarissa M	15
" Eleanor L	3
" H Louisa	4
" Wilfred	10
" Abm Herr	300
" C W & J E.	100
" Chas H	10
" J L " Ttee	62
" Geo	10
" Mrs Comith S	2
" Byron L Lodis Carter & Carter Ttees	62
Sizer Henry D	100
Swiffin J. C.	10
Simonson W H Ttee	64
Sill Geo S	20
Sisson Caroline C	60
Stirkney W. W.	8
Stowe Harriet B	10
Story Eliza A	10
Stone Mary S, Elizth & A K Stone	10
Stone Edwin	100
" Mary S	2
Storrs Mrs Elizth K	37
" Zalmon A	60
" Miss Maria	13
Strang Mrs Annie M	30
Short Chas	10
Scofield Cyrus	50

Sloane Emily T 4000
Stout and Thayer 100
Sutton Rella Jex 25
Sturges Susan D 20
Scudder S. O. 100
Snydam D. L. 100
Sumner Alanson 150
Sullivan Mrs Dina 50
Sykes M. L. 12
Snyder Benj. 4
Frank Spencer & Co 300
Taylor Moses 1000
" Hudson 58
Tappin & Stokes 80
" Jno S 12
Travelers Ins Co 200
Tailer Edwd N 10
" H F, E L, Sophia and Jas B. 10
" Robt W 10
" Wm H & Robt W Trustees M. T. Spencer 10
" Wm H & R W Trustees Ed Tonvenaer 10
Taylor Therese Ea, W & Slyde and Jas Wales Extrs 150
Thayer Mrs E C 3
Tabor Helm K 10
Talcot Wait 31
" Wm A 30
" Mrs Fanny C 5
Terry Tomas 600
" Emily Florence 12
" Victorina 10
Trevintech Mary & F H 100
The Essex Institute 17
The Fidelity Ins. Trust & Safe Dep Co Attorny for Louise Morlot 20
" " " Emile " 19
Tree L E 15
Tichenor W J 300
Timpson C F & Co 900
Teleston H & Co 300
Titus Carrie J. 150
" Geo 200
" Ephmetus 100
Tiffany C L 100
Townsend Effinghim 300
" John 50
Thompson Jos T 164
" Miss Eliz th T 150
" Jas A 6
" Caroline B 20
" John 30
Thorne Elizth M 50
Trowbridge & H 100
Thomas J R Treasr 60
Toy Jas 100
Thorn W K 16
Twombly Florence K 4000
Tucker James & Co 50
" A E 100
" James 50
Turner Emily F 100
" F. C. 20
" Juliette A. 40
Tufts Jno M 55
Thurston Rachel H 150
Teyon Mrs Mary F 20
Ulshoeffer Michael 50
Vanderbilt C 10000
" W K 8000
" F. W 6,500
" W H 33,300
Van Nest A B 400
Van Orden Wm H and Saml M Connell Exs 100
Van Wagenen Mary E 10
" Cath 20
Van Cise Joel G 20
Valentine Emily N 25
" Susan 25
" Saml M 100
Van Brunt J H 15

Van Everen Horace 30
Van Loan Brook 50
Van Sands Levt D 50
Van Tassell Chas 20
Vermilye & Co 1800
Verdon Ann 30
Vedder Simon V 10
Victor F and Achilis 5
Von Hoffmann L & Co 100
" in trust for Amy C Boden 1
" " " " Edmd T " 5
" " " " & Theo " 8
Watjen Toel & Co 100
Walker W E 20
" Eliza 11
" Mary Ann 3
" Thos L 18
" James 18
" N B 13
" Susan F 10
Wallace F B & Co 100
Watson Don Alonzo 500
Walter Jno B 20
Wales Frances E 100
" Edwd H 100
" Salem H 50
Ward Wm Jno 35
Warm Elizth A 50
Warren Pelham W 2
Wade Munson 10
Webb W I & Co 1182
" R. S. 40
" Lila Osgood 18
Weld Chas G 215
" W F. Est of 436
" W F 215
Wesselhoeft W F 12
Westcott Mary J. 50
" Mary J 300
Westervelt Ellsworth 50
Weeks Saml Jr 100
Wheelwright Sarah 15

Wendell B K. 200
Wells Chas T 15
" Jno C 100
" Jno S 25
" Cassius 75
Wheeler Hattie F 10
" Jane B 20
" Lucy M 10
West Jos 90
" Sarah 27
Welspiel Lewis 10
White L L & Co 600
" J Parker 30
" Edwd 100
" Mehitable 30
" Delia S 20
" Miss Averick S 5
Wiley W G & Co 100
Whitehouse & Co 1000
" Fanny 50
Wickham & Halsted 1800
Whiting Rose S 50
Williams Lavinia K 10
" Almon Stirling 25
" Jefferson W 15
" W Wirt 10
Whitewright Wm 500
" Wm " in trust 100
Williak Wm Edwd 87
Willink Alfred Henry 87
Wright Jno M 20
Wiswall Lillian L 5
Wilson W. C. 40
" W. C. T. J. & H. R. Trustees 40
Wilcox Mrs Annie C 5
" Geo S Exec 5
" Fred K 10
" Geo S. 10
Williamson Wm 10
Woodford Stewart L. 10
Wolff Chas F & Co 100
Work Strong and Co 480

Worden Wehl & Co	20	Woodman Mary Ann	15
Woodhouse Jas F	600	Worcester E D	100
Workman T & J A	10	Whyte Mary L Extrx	568
" Thos	10	Young Maj. Genl Ralph	100
Ward Ira	20	" Chas L	50
" Chas	20	" Adolphus Wm	100
Woodward Jonathan	40	" Sydin P	5
Mary	5	" Zabriskie Christian	200
"			223,241.

Attest
M. L. Sykes, Secretary
Chicago North Western Railway Company

To whom it may concern
We, Albert Keep, President and J. B. Redfield Secretary of the Chicago Milwaukee and North Western Railway Company do hereby certify:
That Articles of Consolidation between the Chicago and North Western Railway Company and the Chicago Milwaukee and North Western Railway Company, and the Elgin and Stateline Railroad Company, of which articles the foregoing is a full and true copy, were duly executed on the 7th day of June A.D. 1883. That the said consolidation and the terms thereof were approved by the consent in writing of all the Stockholders of the said Chicago Milwaukee and North Western Railway Company which approval and consent in writing is hereto attached with the original signature of every stockholder holding any stock of the said company at the date of such consolidation
In Witness Whereof we have hereunto set our hands and affixed the Corporate seal of the Chicago Milwaukee and North Western Railway Company this 7th day of June A.D. 1883.
seal
Albert Keep President
Chicago Milwaukee and North Western Railway Co
Attest
J B Redfield
Secretary.

Know all men by these presents:
That we whose names are hereunder written, owners and holders of the Capital Stock of the Chicago Milwaukee and North Western Railway Company, do by these presents approve the annexed Articles of Consolidation bearing date June 7th 1883 made and executed by and between the Chicago and North Western Railway Company and the Chicago Milwaukee and North Western Railway Company, and the Elgin and State Line Railroad Company, and do hereby consent to such consolidation and to the terms and conditions thereof, as the same are set fourth in said Articles, which are by these presents

approved ratified and confirmed.
Dated this 7th day of June A.D. 1883.

Albert Keep	M. M. Kirkman
Albert Keep Trustee	James H Howe
Marvin Hughitt	D. C. Cook.
J. D. Layng	J B Redfield
M L Sykes	Chas E Simmons

Office of the Chicago Milwaukee and North Western Railway Co
June 7th 1883

We Albert Keep President and J. B. Redfield Secretary of the Chicago, Milwaukee and North Western Railway Company do hereby certify:
That the following list is a correct Statement of the name of each and every person who was a Stockholder of the said Chicago, Milwaukee and North Western Railway Company, on the 7th day of June A.D. 1883 and the number of shares of such Capital Stock held by each.

Names.	No. of shares	Names	No. of shares
Albert Keep	1	M M Kirkman	1
Albert Keep Trustee	86,832	J. D. Layng	1
Marvin Hughitt	1	Chas E Simmons	1
M L Sykes	2	D. C. Cook	1
James H Howe	1	J B. Redfield	1
		Total	86.842

In Witness Whereof we have hereunto set our hands and affixed the Corporate Seal of the Chicago Milwaukee and North Western Railway Company this 7th day of June 1883.
seal
Albert Keep President
Chicago Milwaukee and North Western Railway Co
Attest
J B Redfield Secretary

To whom it may concern:
We Albert Keep President and J B. Redfield Secretary of the Elgin and State Line Railroad Company do hereby certify
That Articles of Consolidation between the Chicago and North Western Railway Company, and the Chicago, Milwaukee and North Western Railway Company, and the Elgin and State Line Railroad Company, of which Articles the foregoing is a true and full copy, were duly executed on the 7th day of June A.D. 1883. That the said Consolidation and the terms thereof were approved by the consent in writing of all the Stockholders of the said Elgin and State Line Railroad Company which approval

and consent in writing is hereto attached with the original signature of every stockholder holding any Stock of the said Company at the date of such consolidation.

In Witness Whereof we have hereunto set our hands and affixed the Corporate Seal of the Elgin and State Line Railroad Company this 7th day of June A.D. 1883

Seal

Albert Keep President
Elgin and State Line Railroad Company
Attest
J. B Redfield Secretary.

Know all men by these presents:

That we, whose names are hereunder written, owners and holders of the Capital Stock of the Elgin and State Line Railroad Company, do by these presents, approve the annexed Articles of Consolidation, bearing date June 7th 1883. made and executed by and between the Chicago and North-Western Railway Company, and the Chicago Milwaukee and North Western Railway Company and the Elgin and State Line Railroad Company and do hereby consent to such consolidation and to the terms and conditions thereof, as the same are set forth in said Articles, which are by these presents, approved, ratified and confirmed

Dated this 7th day of June A.D. 1883.

Albert Keep	M M Kirkman
Albert Keep Trustee	J. D. Layng
Marvin Hughitt	Chas E Simmons
M. L. Sykes	H C Cook
James H Howe	J B Redfield

Office of the Elgin and State Line Railroad Company
June 7th 1883

We, Albert Keep, President and J B. Redfield Secretary of the Elgin and State Line Railroad Company do hereby certify:

That the following List is a correct Statement of the name of each and every person who was a Stockholder of the said Elgin and State Line Railroad Company on the 7th day of June A.D. 1883, and the number of shares of such Capital Stock held by each

Names	No. of Shares	Names	No. of Shares
Albert Keep	839	J D. Layng	1
Albert Keep Trustee	9962	M L Sykes	1
Marvin Hughitt	1	M M Kirkman	1

Names	No. of Shares	Names	No. of Shares
James H Howe	1	J B Redfield	1
H C Cook	1	Chas E Simmons	1
		Total	10809.

In witness whereof we have hereunto set our hands and affixed the Corporate Seal of the Elgin and State Line Railroad Company this 7th day of June 1883.

Seal.

Albert Keep President
Elgin and State Line Railroad Company
Attest
J B Redfield Secretary H & E.

Recorded June 23d 1883.

✓

At a meeting of the Directors of the Chippewa Falls and Western Railway Company on the 12th day of June, A.D. 1883. at its office in the city of Milwaukee, after due notice, and at which a quorum for business, and more than two thirds of the board were present, the following resolution was unanimously adopted =

" Voted = That a branch road of the Chippewa Falls and Western Railway be and hereby is, located over a strip of land one hundred feet in width, the centre line of which strip is surveyed and staked out by this Company's engineer as follows to wit =

" Commencing at a point on the main line of the Chippewa Falls and Western Railway, which said point is in the north west quarter of the north east quarter, section twenty four (24), township twenty eight (28) Range nine (9) west: thence angling to the left, seven degrees, nine minutes (7°9'), about six hundred and forty nine (649) feet, thence on a one degree (1°) curve to the left, about twenty one hundred and twenty feet (21 20) feet to a point in the south east quarter of the north east quarter of section thirteen (13) town and range aforesaid, thence in a northerly direction, across the east half of the north east quarter, section thirteen (13) and the east half of the south east quarter, section twelve (12), to a point in lot eight (8) of said section twelve (12), town and range aforesaid, about six thousand and eighty six (6086) feet thence on a three degrees (3°) curve to the left, about seven hundred and fifty six (756) feet to a point on the south bank of the Chippewa River, in said lot eight (8), thence northerly about five hundred and sixty seven (567) feet to a point in lot one (1) of said section twelve (12), thence on a seven degree, thirty minute (7°30') curve to the right about thirteen hundred and fifty one (1351) feet to a point in lot four (4) in section seven (7) township twenty eight (28) Range eight (8) West, thence running along the north side of lot four (4) Section seven (7) and the south side of the south West quarter of the South west quarter, section six (6) and on to the last two (2)

in section six (6), town and range aforesaid, about nine hundred and eighty six (986) feet, thence on a three degree (3°) curve to the left, about seven hundred and sixty (760) feet to a point in the Wheaton road, so called, in said lot two (2), thence northeasterly along the Wheaton road, so called, about seven hundred (700) feet to a point in lot three (3), section six (6) aforesaid, thence on a three degree (3) curve to the left, about four hundred and ninety five (495) feet to a point on the southeasterly side of River Street, where said street bounds on block seventeen (17) of the original plat of the city of Chippewa Falls, thence northeasterly along the southeasterly side of River Street to a point opposite lot twelve (12) in block fifteen (15) of the original plat of the City of Chippewa Falls aforesaid, thence on a five (5°) degree curve to the right, through lot four (4) in section six (6) and lot five (5) in section five (5) to a point in the southwest quarter of the southwest quarter of section five (5) township twenty eight (28) north, range eight (8) west, about two thousand and seven (2007) feet, thence about seven hundred and ninety three feet (793) to a point on the dam of the Chippewa Lumber and Boom Company, near the southerly bank of the Chippewa River, thence on a ten degree (10°) curve to the left, about eight hundred and seven (807) feet through lots four (4) and three (3), section five (5) town and range aforesaid, to a junction with the Wisconsin and Minnesota Railroad, at a point about one thousand and fifty (1050) feet northeasterly from the northeast line of Bridge street, so called.

A true copy from the record of the Chippewa Falls and Western Railway Company.

Attest
Edwin H Abbot
Secretary

Dead

Chas L Colby
President.

Recorded 25th June

53

Articles of Association of the Wood County Railroad Company.

The undersigned have associated and by these presents do associate themselves to form a corporation for the purpose of constructing, maintaining and operating a Railroad for the public use, in the conveyance of persons and property, and hereby make the following Articles of Association.

First

The name of the Corporation is: The Wood County Railroad Company.

Second.

The places from and to which said railroad is to be constructed are as follows, From a convenient point in the County of Wood in the State of Wisconsin, on the Main line of the Wisconsin Central Railroad, as now constructed, to

a convenient point on the Wisconsin River in town twenty two (22) North, in the County of Wood, State of Wisconsin.

Third.

The length of said Railroad is about thirty miles. The name of the county in the State of Wisconsin through which said Railroad is intended to be made is Wood County.

Fourth.

The amount of the Capital Stock of said corporation is six hundred thousand dollars. The number of shares of which said stock shall consist is six thousand shares of one hundred dollars each. Three fifths of said stock, three thousand six hundred shares, of the par value of one hundred dollars per share, shall be preferred stock, two fifths of said stock, two thousand four hundred shares of the par value of one hundred dollars per share shall be common stock. 200

Fifth

The names and residences of the directors of said Corporation, who shall manage its affairs for the first year and until others are chosen in their places, are. Henry Sherry, whose residence is Neenah Winnebago County, Wisconsin, George Gerry whose residence is Appleton Outagamie Co. Wisconsin, A W. Patton whose residence is Neenah Winnebago County, Wisconsin, J H Wheaton whose residence is Appleton Outagamie County Wisconsin. J. W. Cameron whose residence is Vesper, Wood County Wisconsin. 300

In Testimony Whereof, the undersigned have, each for himself hereunto subscribed his name, place of residence and the number of shares of stock he agrees to take in said Corporation this 18th day of June A.D. 1883.

Henry Sherry Residence Neenah Winnebago Co Wisconsin
Fifty (50) shares
George Gerry Residence Appleton Outagamie Co Wis.
Fifty (50) shares
A W. Patton Residence Neenah Winnebago Co. Wis
Ten (10) shares
J H Wheaton Residence Appleton Outagamie Co Wis.
Ten (10) shares
J W. Cameron Residence Vesper Wood Co Wis 400
(50) shares

State of Wisconsin
County of Winnebago } ss. Henry Sherry, George Gerry and A. W. Patton, J H Wheaton and J W. Cameron being duly sworn on oath, each for himself says, he is one of the Directors who signed the foregoing articles of Association, that the signatures of Henry Sherry, George Gerry, A W Patton, J H. Wheaton and J W. Cameron to said Articles of Association

are genuine and that it is intended in good faith to construct and operate the Railroad therein named.

Subscribed and sworn to before me
this 18th day of June A.D. 1883.

500

and John Mc Naughton
Notary Public
Winnebago Co. Wisconsin.

Henry Sherey
George Gary
A W Patton
J H Whorton
J W. Cameron.

Recorded June 21st 1883.

Resolved, that the Milwaukee and Northern Railroad Company will and it does hereby extend the line of its road northwardly from the present terminus thereof on block six of the plat of Astor in the city of Green Bay in the county of Brown, in the State of Wisconsin, across blocks five, four, three two and one in said plat to the north line of lot one in block one of said plat.

State of Wisconsin
Milwaukee Co } ss. We hereby certify that we have compared the foregoing with a resolution of the Milwaukee and Northern Railroad Company, entered in the record of the proceedings of said Company at a meeting held in the city of Milwaukee in said county on the twenty first day of May A.D. 1883, and that the same is a true copy.

In Testimony Whereof we, James C. Spencer, Vice President, in the absence of the President, and Ephraim Mariner, Secretary of said Company, have hereunto set our hands and affixed the seal of said Company this twenty second day of June A.D. 1883.

Seal.

J. C. Spencer
Vice President
Milwaukee and Northern R R Co

E. Mariner
Secy Milwaukee & Northern Railroad Co

Rec. 25 June 1883.

Know all men by these presents that we the undersigned have associated ourselves together and do hereby associate ourselves together, in order to form under the provisions of Section 1820 of Chapter 87 of the Revised Statutes of Wisconsin for the year 1878, a corporation for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons or property, and to that end we do hereby make, agree to and publish the following

Articles of Organization.

First. The name of said corporation shall be the "St Croix Railway Company".

Second. The railroad to be constructed, maintained and operated by said corporation shall commence at a point of junction with the Chicago St Paul, Minneapolis and Omaha Railway at or near the Station known as "Woodville" in the County of St Croix in said State and shall extend through said County of St Croix to a point of connection with the Chippewa Falls and Northern Railway at the Station on said Railway known as "Cameron" with a branch from same point within the County of St Croix, to be fixed by the Board of Directors, to a point on the St Croix River at or near St Croix Falls, in the County of Polk in said State.

Third. The length of such Railroad will be about ninety miles, and it is intended to be made, and the same will be made through a portion of the said Counties of St Croix and Polk and through a portion of the Counties of Dunn and Barron in said State.

Fourth. The Capital Stock of said corporation shall be Seven hundred and fifty thousand Dollars ($750.000) which shall consist of Seventy five hundred shares of the par or face value of one hundred Dollars ($100.00) each and the same shall all be common stock.

Fifth. The Directors who shall manage its affairs for the first year and until others are chosen in their places shall be five (5) in number as follows:—

E. W. Winter of St Paul, Ramsey County, Minnesota.
Wm H. Phipps of Hudson, St Croix County, Wisconsin
John C Spooner of Hudson, St Croix County, Wisconsin.
C W Foster of Hudson St Croix County, Wisconsin.
S L Ferris of Hudson St Croix County, Wisconsin.

In witness whereof we have hereunto subscribed our names and we do hereby subscribe for and agree to take and pay for the number of shares of Capital Stock of said Company set opposite to our respective names hereunder.

Wm H Phipps	Hudson Wis.	One (1) share
John C Spooner	Hudson Wis	One (1) share
Horace C Reed	Hudson Wis.	One (1) share
D B. Taylor	St Paul Minn.	One (1) share
H A Taylor	Hudson Wis	One (1) share

State of Wisconsin
St Croix County } ss. John C Spooner and Wm H Thipps being severally duly sworn, each for himself on his oath says that he is one of the directors named in the foregoing Articles; that the signatures to the said Articles are genuine and that it is intended in good faith to construct maintain and operate the railroad therein mentioned.
Subscribed and sworn to before me this 29th day of June A. D. 1883.

John C Spooner
Wm H Thipps.

J. R. Smith
Notary Public
St Croix Co Wis.

Seal

Recorded July 2d. 1883.

We the undersigned adult persons, residents of the city of Baraboo, Sauk County, Wisconsin do hereby declare that we associate for the purpose of forming a Corporation, under the Revised Statutes of the State of Wisconsin.
Article I. The objects of this Association are the promotion of the interests of art, and the employment of suitable means for the study of the principles of art, and their various methods of application.
Article II. The name and location of this Corporation shall be the Art Association of Baraboo, Wisconsin.
Article III. This corporation shall have no Capital Stock
Article IV. The affairs of this Association shall consist of a President, a Vice-President, a Corresponding Secretary, a Recording Secretary, a Treasurer, and not less than three Directors.
Article V. It shall be the duty of the President to preside at all the business meetings of the Association. In the absence of the President the Vice President shall preside.
The duty of the Secretary shall be to keep a correct and complete record of the proceedings of each business meeting of the Association and the reading of such records at each succeeding meeting.
The Treasurer shall receive, preserve and pay out, on duly drawn orders any and all moneys, belonging to the Association, and shall keep an accurate account of the same.
The length of the term of each office and the duties of each office, not herein specified shall be prescribed in the By Laws.

Chicago, St Paul and Minneapolis Railway Company.
Deed of Release.

This Indenture, made the eighth day of June 1883 — between William H Leonard, of the State of New York, party of the first part, and J. V. Jones, James Hill, J. H. Kinsey, Lars Knutson, Hiram C. Howard, R. W. Dutton, Benjamin T. Smith, Charles H Nichols, Anders. H. Swanson, Henry Peters, A. L. Spaulding, Lewis Anderson, John C. Power, J. Johnston, A. D. Bevis, Timothy H. Carlton, John Schutt, Rudolph Thiel, Island Mill Lumber Company, Stephanus Olson, Wm Radtke, John Jackson, Co, Oliver D. Wold, Daniel Donnellan, E. N. Sweet, Chippewa Boom Company, John C. Simpkins, Adeline L. A. Seidel, Levi Teegarden, Thomas A. Whiting, Nathan McNair, Deer Slough Manufacturing, Booming, Log Driving & Transportation Company, Even Hanson, Hans Pederson, Daniel C. Davis, Black River Improvement Company, James Hewitt, Hiram Palmer, John Julius Johnson, Osborn Coffin Jr. Joseph B. L. Winter, Magdalene Winter, John Fitzgerald, Thomas J. Bjuland, August Helwig, Webster & Clark Manufacturing Company, Christian Johnson, Thomas English, Friedrich Hildebrandt, Henry Goetz, Lewis M. Chrisinger, Charles Gelsner, Henry & Louis Harnish, Louis Harnish, Benjamin Skute, L. F. Fleckenstein, Daniel McMahon, Ole Thoreson Rostad, Daniel Mills, Mann Sophia Estenson, Louis Larson, Anders Anderson Sveen, Mathias Kneer, Andrew N. Holm, A. Fjelstad, Ole Iverson, Wesley J. Goss, Terry J. Burdick, John Paul, Albatina Schwabroff, Jos W. La Pointe, D. A. Ross, George W. Harper, Silas A. Harper, Ole C. Vold, Thomas King, Jane Powell, Albert Faist, Thomas Charlson, Noah Cornett, Alice Ward, Sion Turner, James V. Jones, Ezra Tompkins, Rudolph A Zuehlke, Maria E. Wakefield, Martin Skandel, F. Asten Canfield, Julia A. Wright, Peter O. Solberg, Eau Claire Lumber Company, Dean Monaghan, August Seeling, Samuel Simmingson, Friedrich W Steinecke, Mathias Semmingson, Fullick Olson, Wm Henry Jr, Sunder Thompson, Samuel B. McNish, Peter F. Warner, Hans Andreason, H. S. Bovell, H. E. Weston, Geo Warren & Company, Thomas Smith, Richard Pierson, August Warner, August Bottcher, and Peter M. Berg, parties of the second part,

Witnesseth. Whereas the Chicago, St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy eight, did grant, and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin to the West Bank of the St Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises, and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said town of Hudson, to the city of St Paul, and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the West Wisconsin Railway Company, and for which the said West Wisconsin Railway Company had received payment in full at the time its road

and lands were sold under a decree of foreclosure against said West Wisconsin Railway Company; To secure a series of bonds issued by the Chicago, St. Paul and Minneapolis Railway Company, to the amount of two million seven hundred thousand Dollars, called Land Grant Income Bonds, constituting a first lien upon the said lands granted by Congress aforesaid; and to secure another series of bonds issued by the Chicago, St. Paul and Minneapolis Railway Company to the amount of three millions of dollars, called First Mortgage Railway Bonds, constituting a second lien upon said lands granted by Congress as aforesaid except that portion of said lands used for railway purposes; each of the said bonds being authenticated by a certificate endorsed thereon, and duly signed by the said trustee, that such bond or obligation formed a part of the respective issues or series of bonds.

And Whereas, the lands hereinafter described were conveyed to the said West Wisconsin Railway Company by patents from the United States of America, and from the State of Wisconsin, together with other lands, and under a judgment of foreclosure and sale in the Circuit Court of the United States, for the Western District of Wisconsin, in a certain action wherein William H. Leonard and John Dutton Steele were plaintiffs, and the West Wisconsin Railway Company and others were defendants, the lands hereinafter described, and other lands, were conveyed to Henry H. Porter, David Dows and Walston H. Brown, and by them to the Chicago, St. Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee, by said Chicago, St. Paul, and Minneapolis Railway Company, previous to such release, and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time thereafter be received by the Trustee from the Company at the nominal or par value thereof as expressed in the face to any amount in payment for lands.

Whereas, also, the lands hereinafter described have been sold and conveyed by the Chicago, St. Paul and Minneapolis Railway Company to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of thirty one thousand seven hundred and $\frac{77}{100}$ Dollars, received in First Mortgage Land Grant Income Bonds, of the Chicago, St. Paul and Minneapolis Railway Company, to him in hand paid, does hereby release and quitclaim, and by these presents has released and quitclaimed to the said parties hereto of the second part, their heirs and assigns, respectively, from the lien of the said Mortgage or Trust Deed, all and singular the following described pieces or parcels of land, situate in the said State of Wisconsin and herein divided according to the United States Survey, viz:

Cash Sale — To J. V. Jones the south west quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West containing forty (40) acres. To James Hill and J. H. Kinsey: Lots No. Seven (7) and Eight (8) in Block H. of Plat of Rusk. To Lars Knutson: the South Half (½) of the South East quarter (¼) of Section No. twenty nine (29) in Township No. Twenty nine (29) North, Range No. Eleven (11) West, containing eighty (80) acres. To Hiram E. Howard: the South west Quarter (¼) of the North west Quarter (¼) of Section No. Nine (9) in Township No. Twenty nine (29) North Range No. Ten (10) West containing forty (40) acres.

Cash Sale — To R. W. Dutton: The West Half (½) of the North East Quarter (¼) the North West fractional Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No. Thirty one (31) in Township No. Twenty two (22) North, Range No. Two (2) East, containing two hundred seventy eight and $\frac{59}{100}$ ($278\frac{59}{100}$) acres.

5449 — To Benjamin F. Smith: The North West Quarter (¼) of the North east Quarter (¼) of Section No. Thirty three (33) in Township No. Twenty seven (27) North, Range No. Thirteen (13) West containing forty (40) acres.

Cash Sale — To Charles H. Nichols: The North West Quarter (¼) of the North East Quarter (¼) & the North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty three (33) & the North West Quarter (¼) of the North East Quarter (¼) and the East Half (½) of the North West Quarter (¼) of Section No. Thirty five (35) all in Township No. Twenty three (23) North Range No. Two (2) West, containing two hundred (200) acres.

5302 & 5655 — To Anders H. Svasteen: The South East Quarter (¼) of North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. nine (9) West, containing eighty (80) acres.

Cash Sale — To Henry Peters: The North West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty nine (29) North, Range No. Fifteen (15) West, containing eighty (80) acres.

3856 — To A. L. Spaulding: The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty one (21) in Township No. Thirty (30) North Range No. thirteen (13) West containing forty (40) acres.

Cash Sale — To Lewis Anderson: The North East Quarter (¼) of the North East Quarter (¼) of Section No. Three (3) in Township No. Twenty three (23) North Range No. Ten (10) West containing forty nine and $\frac{06}{100}$ ($49\frac{06}{100}$) Acres.

5571 — To J. Johnson: The South West Quarter (¼) of the North East Quarter (¼) of Section No. one (1) in Township No. Thirty one (31) North, Range No. Fifteen (15) West, containing forty (40) acres.

Cash Sale — To A. D. Ronis: The South East Quarter (¼) of the South West Quarter (¼) & the South Half (½) of the South east quarter (¼) of Section No. twenty three (23) and the North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty five (25) all in Township No. Twenty seven (27) North Range No. Twelve (12) West containing one hundred and sixty (160) acres.

Cash Sale — To Timothy H. Carlton: The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty three (23) North, Range No. One (1) West, containing forty seven and $\frac{79}{100}$ ($47\frac{79}{100}$) acres.

5291 — To John Schatt: The North West Quarter (¼) of the North West Quarter of Section No. fifteen (15) in Township No. Twenty seven (27) North Range No. Seven (7) West, containing forty (40) acres.

3786 — To Rudolph Thiel: The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty three (33) in Township No. Twenty Six (26) North Range No. Seven (7) West, containing forty (40) acres.

Cash Sale — To Island Mill Lumber Company: The South Half

(½) of the South West Quarter (¼) and the South half of the South East Quarter (¼) of Section Nº seventeen (17) &, the North East Quarter (¼) &, the East Half (½) of the North West Quarter (¼) and the South fractional Half (½) of Section Nº Nineteen (19), the North East Quarter (¼) of Section Nº thirty three (33), the South East Quarter (¼) of the North East Quarter (¼), &, the South Half (½) of the North West Quarter (¼) & the North Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of Section Nº Thirty five (35) all in Townships Nº Twenty Two (22) North Range Nº One (1) West containing twelve hundred thirty eight and $\frac{33}{100}$ (1238 $\frac{33}{100}$) acres.

5363 To Stephanus Olson: The South Half (½) of the South West Quarter (¼) of Section Nº One (1) in Township Nº Twenty seven (27) North, Range Nº Sixteen (16) West, containing eighty (80) acres

Cash sale To Wm Radtke Lots Nº Six (6) & Seven (7) and eight (8) in Block "C" of Plat of "Augusta"

5075 To John Jackson & Company: The South East Quarter (¼) of the South East Quarter (¼) of Section Nº One (1) in Township Nº Twenty nine (29) North, Range Nº Six (6) West containing forty (40) acres. To Oliver D. Wold: The South West Quarter (¼) of the North East Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section Twenty Five (25) in Township Nº Twenty one (21) North Range Nº Five (5) West containing one hundred and twenty (120) acres. To Daniel Donnellon: The North West Quarter (¼) of the North East Quarter (¼) of Section Nº Twenty nine (29) in Township Nº Twenty six (26) North, Range Nº Ten (10) West containing forty (40) acres To L.N. Sweet: The South West Quarter (¼) of the North East Quarter (¼) of Section Twenty Nine (29) in Township Nº Nineteen (19) North Range Nº One (1) West containing forty (40) acres

5520 To Chippewa Lumber Boom Company: The North East Quarter (¼) of the North West Quarter (¼) of Section Nº thirty three (33) in Township Nº thirty (30) North Range Nº Six (6) West containing forty (40) acres. To John E Simpkins: The South west Quarter (¼) of the Northeast Quarter of Section Nº Twenty seven (27) in Township Nº Twenty Five (25) North Range Nº thirteen (13) West, containing forty (40) acres.

Village lot cond. bds To Adeline L.A. Seidel: Lots Nº Twenty one (21) & Twenty Two (22) & Twenty Three (23) and Twenty four (24) in Block "I" of Plat of "Fall Creek".

Cash sale To Levi Tegarden: The North West fractional Quarter (¼) of the North East Quarter (¼) of Section Nº Fifty one (51) in Township Nº Twenty Eight (28) North, Range Nº Thirteen (13) West containing forty two and $\frac{15}{100}$ (42 $\frac{15}{100}$) acres.

Cash sale To Thomas A Whiting: The South West fractional Quarter (¼) of the South West Quarter (¼) of Section Nº Thirty one (31) in Township Nº Eighteen (18) North, Range Nº four (4) West, containing forty seven and $\frac{85}{100}$ (47 $\frac{85}{100}$) acres.

5064 To Nathan Mc Nair: The North East Quarter (¼) of the North West Quarter (¼) of Section Nº Eleven (11) in Township Nº Twenty Nine (29) North, Range Nº Six (6) West, containing forty (40) acres.

Cash sale To Beef Slough Manufacturing, Booming, Log Driving and Transportation Company: Lots Nº three (3) & Four (4) & Five (5) & Six (6) & Eight (8) & Nine (9) & Ten (10) and eleven (11) of Section Nº thirty five (35) in Township Nº 26 (Twenty six) North, Range Nº Thirteen (13) West, containing two hundred sixty nine and $\frac{90}{100}$ (269 $\frac{90}{100}$) acres.

Cash sale To Even Hanson: The North Half (½) of the South East Quarter (¼) of Section

Nº One (1) in Township Nº Twenty (20) North, Range Nº Five (5) West, containing eighty (80) acres.

Cash sale To Hans Pedersen: Lot Nº Eight (8) of Section Nº One (1) in Township Nº Twenty (20) North Range Nº Five (5) West, containing forty (40) acres)

Cash sale To Daniel D. Davis: The North East Quarter (¼) &, the South Half (½) of the North West Quarter (¼) &, the North East Quarter (¼) of the South West Quarter (¼) & the South Half (½) of the South West Quarter (¼) &, the North West Quarter (¼) of the South East Quarter (¼) and the South Half (½) of the South East Quarter (¼) of Section Nº thirty five (35) in Township Nº Twenty eight (28) North Range Nº Fifteen (15) West containing four hundred and eighty (480) acres.

Cash sale To Black River Improvement Company: Lot Nº two (2) of Section Nº Seventeen (17) in Township Nº Twenty three (23) North, Range Nº Two (2) West containing twenty eight (28) acres.

5141 To James Hewitt & Hiram Palmer. The South West Quarter (¼) of the North East Quarter (¼) of Section Nº Thirty Five (35) in Township Nº Twenty seven (27) North, Range Nº three (3) West, containing forty (40) acres.

Cash sale To John Julius Johnson: The South East Quarter (¼) of the North East Quarter (¼) of Section Nº Twenty nine (29) in township Nº twenty four (24) North, Range Eight (8) West, containing forty (40) acres.

4093 To Osborn Coffin Jr. The East Half (½) of the South East Quarter (¼) of Section Nº Thirteen (13) in Townships Nº Thirty (30) North, Range Nº Nine (9) West, containing eighty (80) acres.

Cash sale To B. L Winter and Magdalene Winter: The West half (½) of the North East Quarter (¼) and the East Half of the North West Quarter (¼) of Section Nº Thirty one (31) in Township Nº Twenty Four (24) North, Range Nº Two (2) West, containing one hundred and and sixty (160) acres.

Cash sale To John Fitzgerald: The South West Quarter (¼) of the South East Quarter (¼) of Section Nº Nine (9) in Township Nº Twenty Four (24) North, Range Eleven (11) West, containing forty (40) acres.

5434 Thomas S. Bjuland: The South East Quarter (¼) of the South West Quarter (¼) of Section Nº One (1) in Township Nº Twenty one (21) North, Range Nº Seven (7) West, containing forty (40) acres.

3828 To August Helwig: The East Half (½) of the North East Quarter (¼) of Section Nº Nineteen (19) in Township Nº twenty three (23) North, Range Nº Five West, containing eighty (80) acres.

Cash sale To Webster and Clark Manufacturing Company: The North Half (½) of the North East Quarter (¼) of Section Nº Twenty eight (28) North, Range Nº Six (6) West, containing eighty (80) acres.

3865 To Christian Johnson: The North East Quarter (¼) of the North West Quarter (¼) of Section Nº Nine (9) in Township Nº Twenty eight (28) North of Range Nº Eleven (11) West, containing forty (40) acres

Cash sale To Thomas English: The North West Quarter (¼) of the South West Quarter (¼) and

the South East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty eight (28) North, Range No. Seven (7) West, containing eighty (80) acres.

3779 To Fridrik Hildebrandt: The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing forty (40) acres.

Carbondale To Henry Goetz: The North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing one hundred and sixty (160) acres.

4329 To Lewis M. Chrisinger The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Two (22) North Range No. Five (5) West, containing forty (40) acres.

5737 To Charles Felsner. The South East Quarter (¼) of the North East Quarter (¼) & the East Half (½) of the South East Quarter (¼) of Section No. Nine (9) and the West Half (½) of the South West Quarter (¼) of Section No. Fifteen (15) all in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing two hundred (200) acres.

5450 To Henry & Louis Harnish: The West Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing eighty (80) acres.

5451 To Louis Harnish: The East Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North Range No. Twelve (12) West, containing eighty (80) acres.

5753 To Benjamin Shute: The South Half (½) of the South East Quarter (¼) of Section No. Twenty three (23) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing eighty (80) acres

3983 a To L. F. Flickeshaug: The North West Quarter (¼) of the South West Quarter of Section No. Eleven (11) in Township No. Twenty Two (22) North, Range No. Seven (7) West containing forty (40) acres.

3979 To Daniel McMahon: The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty one (31) in Township No. twenty six (26) North of Range No. Fifteen (15) West, containing forty (40) acres.

3969 To Ole Thoreson Rostadt: The South East Quarter (¼) of the North East Quarter (¼) of Section No. twenty nine (29) in Township No. Twenty eight (28) North Range No. Fifteen (15) West containing forty (40) acres.

Carbondale To Daniel Mills: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty one (21) in Township No. Twenty (20) North, Range No. Three (3) West, containing forty (40) acres.

Carbondale To Maren Sophie Estenson: The North East Quarter (¼) of the South East Quarter (¼) of Section No. twenty nine (29) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing forty (40) acres.

Carbondale To Louis Larson: The East Half (½) of the North West Quarter (¼) & the South West Quarter (¼) of the North West Quarter (¼) & the North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No.

Eleven (11) in Township No. Twenty six (26) North, Range No. Nine (9) West, containing two hundred (200) acres.

4125 To Gunder Gunderson Sveen: The East Half (½) of the North West Quarter (¼) of Section No. Twenty seven (27) in Township No. Twenty four (24) North, Range No. Seven (7) West containing eighty (80) acres.

3981 To Mathias Kneer: The North East Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North Range No. Eight (8) West, containing forty (40) acres.

3941 To Andrew N. Holm. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing forty (40) acres.

Sundsfjord 5598 To A. Fjelstad: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty one (21) North, Range No. Seven (7) West, containing forty (40) acres.

3867 To Ole Iverson: The North East Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty two (22) North, Range No. Seven (7) West containing forty (40) acres.

3869 To Wesley J Goss: The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres.

Carbondale To Ferry J. Berdick: The South East Quarter (¼) of the South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty three (23) in Township No. Nineteen (19) North, Range No. Six (6) West containing forty (40) acres.

Carbondale To John Faul: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing forty (40) acres.

Carbondale To Albatina Schaible aff: The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West containing forty (40) acres.

4357 To Geo. W. La Tourte: The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. twenty eight (28) North Range No. Fifteen (15) West, containing forty (40) acres. To I. A. Ross: The North West Quarter (¼) of the North East Quarter (¼) of Section No. thirty three (33) in Township No. Twenty eight (28) North Range No. Ten (10) West, containing forty (40) acres.

5487 To George W. Harper. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty seven (27) North, Range No. Thirteen (13) West, containing forty (40) acres.

5487 To Lilaes A. Harper: The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty seven (27) North, Range No. Thirteen (13) West, containing forty acres.

5471 To Ole C Vold: The South West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty seven (27) North Range No. Fifteen (15) West, containing forty five and $\frac{04}{100}$ (45.04) acres.

Cushvale — To Thomas King: The South Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty (20) North, Range No. Three (3) West, containing eighty (80) acres.

3972 — To Jane Powell: The West Half (½) of the North East Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty Six (26) North, Range No. Eight (8) West, containing eighty (80) acres.

5067 — To Henry Peters: The East Half (½) of the North West Quarter (¼) of Section No. seventeen (17) & the South East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) all in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, containing one hundred and sixty (160) acres.

5195
5166
5125

4252 — To Albert Jacob: The South Half (½) of the South West Quarter (¼) of Section No. Twenty five (25) in Township No. Twenty six (26) North, Range No. Nine (9) West, containing eighty (80) acres.

5614 — To Thomas Charlson: The North fractional Half (½) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty one (21) North, Range No. Six (6) West containing ninety four and 24/100 (94 24/100) acres.

4086 — To Nash Cornett: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing forty (40) acres

5402 — To Alice Ward: The North East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing eighty (80) acres.

5225 — To Sion Turner: The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty six (26) North, Rang No. Thirteen (13) West, containing forty three and 70/100 (43 70/100) acres.

Cushvale — To James V. Jones: The West Half (½) of the North West Quarter (¼) and the South East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty eight (28) North, Range No. Five (5) West, containing one hundred and twenty (120) acres.

Cushvale — To Ezra Tompkins: The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty nine (29) in Township No. Twenty Three (23) North, Range No. Two (2) West containing forty (40) acres.

Village Plat Book 25 — To Rudolph A. Zuehlke: Lot No. Seventeen (17) in Block "E" of Plat of Rusk.

5736 — To Maria E Wakefield: All of Section No. Five (5) in Township No. Twenty (20) North Range No. One (1) West, containing six hundred fifty seven and 72/100 (657 72/100) acres.

5501 — To Martin Strandel. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty four (24) North, Range No. Twelve (12) West containing forty (40) acres.

5798 — To F. Hortes Canfield: The North Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Three (3) East, containing eighty (80) acres

Cushvale — To Julia K. Wright: The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty two (22) North, Range No. Four (4) West containing

forty (40) acres.

Cushvale — To Peter O. Solberg: The South East Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty one (21) North, Range No. Four (4) West, containing forty (40) acres.

Cushvale — To Eau Claire Lumber Co: The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Four (4) West), containing eighty (80) acres.

5663 — To Dean Monaghan: The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty seven (27) North, Range No. Thirteen (13) West, containing eighty (80) acres.

Cushvale — To August Seeling: The South West fractional Quarter (¼) of the North West Quarter (¼) and the East Half (½) of the North West Quarter (¼) of Section No. Thirty one (31) in Township No. Twenty Six (26) North, Range No. Eight (8) West, containing one hundred and eighteen and 71/100 (118 71/100) acres

Cushvale — To Samuel Semmingson: The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty five (25) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing forty (40) acres.

Cushvale — To Friedrich W. Strumke: The South West fractional Quarter (¼) of Section No. Thirty one (31) in Township No. Twenty six (26) North, Range No. Eight (8) West, containing one hundred fifty four and 84/100 (154 84/100) acres

Cushvale — To Mathias Semmingson: The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty five (25) North, Rang No. Eight (8) West, containing thirty seven and 97/100 (37 97/100) acres.

Cushvale — To Fullick Olson: The West Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North Range No. Eight (8) West, containing eighty (80) acres.

Cushvale — To Wm Henning Jr: The North West Quarter (¼) of the North East Quarter (¼) and the South Half (½) of the South East Quarter (¼) of Section No. thirty one (31) in Township No. twenty six (26) North Range No. Eight (8) West, containing one hundred and twenty (120) acres.

Cushvale — To Andrew N. Halvor: The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in township No. twenty eight (28) North, Range No. Ten (10) West, containing forty (40) acres.

5975 — To Gunder Thompson: The South Half (½) of the South East Quarter (¼) of Section No. seventeen (17) in Township No. Twenty four (24) North Range No. Nine (9) West containing eighty (80) acres.

Cushvale — To Samuel P. McNish: The North Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty four (24) North, Range No. Nine (9) West, containing eighty (80) acres.

Cushvale — To Peter P. Warner: The North Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty five (25) North, Range No. Eight (8) West, containing one hundred and twenty (120) acres.

Cashedale To Hans Andreason: The North West fractional Quarter. The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty eight (28) North, Range No. Ten (10) West, containing thirty eight 06/100 (38 06/100) acres.

511 To H. S. Rowel: The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing thirty Seven and 61/100 (37 61/100) acres.

Cashedale To H. E. Weston: The West Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing eighty (80) acres.

Cashedale To Geo. Warren & Co: The South West Quarter (¼) of the North West Quarter (¼) and the West Half (½) of the South West Quarter (¼) of Section No. Five (5) in Township No. Nineteen (19) North, Range No. Two (2) West, containing one hundred and twenty (120) acres.

5251 To Thomas Smith: The East Half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty three (23) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West, containing one hundred and twenty (120) acres.

Cashedale To Richard Fitzsimons: The North West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. three (3) West, containing forty (40) acres.

5203 To Augustus Werner: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing forty (40) acres.

5086 To Augustus Bottcher: The South Half (½) of the South West Quarter (¼) of Section No. Thirty three (33) in Township No. twenty nine (29) North, Range No. Thirteen (13) West, containing eighty (80) acres.

4035 To Peter M. Berg: The South West Quarter (¼) of the South West Quarter (¼) of Section No. (one) (1) in Township No. Thirty (30) North Range No. Ten (10) West, containing forty (40) acres.

Containing in the aggregate nine thousand five hundred eighty nine and 87/100 (9589 87/100) acres.

part of the said mortgaged lands conveyed as aforesaid to the party of the first part,

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the right, title and estate, of the party of the first part in and to the same.

To Have and to Hold the same to the said parties hereto of the second part, their heirs and assigns, respectively forever, free clear and discharged from the lien or incumbrance of the said Trust Deed, and the payment of the sum or sums of money therein expressed, and every part thereof.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of
R Egerton
Charles Nettleton

Wm H Leonard
Trustee

State of New York
County of New York } ss.

On the 27th day of June A.D. 1883. personally came before me, the undersigned, a commissioner duly appointed under the laws of the State of Wisconsin, and authorized to take the proof and acknowledgment of Deeds &c. to be recorded &c, in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance and acknowledged that he executed the same for the purposes therein mentioned.

In Witness Whereof, I have signed my name and affixed my official seal the day and year last above written.

Seal

Charles Nettleton
Commissioner for Wisconsin
in New York.

Recorded July 5th 1883.

V Know all men by these presents, that the undersigned for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, pursuant to the provisions of the Revised Statutes of 1878 and the acts amendatory thereof do hereby make the following articles of organization; —

1. The name of said Corporation shall be the "Bayfield Transfer Railway Company".

2. The said railroad shall be constructed, maintained and operated from some point at or in Bayfield, in the county of Bayfield, State of Wisconsin, in a northerly direction to same point on the North Section Line of Section Number six (6) in township fifty (50) North of Range number three (3) West in said Bayfield County

3. The length of such railroad shall be about three miles and will be made in this County of Bayfield.

4. The Capital Stock of the said corporation shall be one hundred thousand (100000) Dollars, divided into one thousand shares of one hundred dollars each par value.

5. The names and residences of the Directors of said corporation, who shall manage its affairs for the first year and until others are chosen in their places are as follows; William F. Dalrymple of Pittsfield Pensylvania, Oliver Dalrymple of St Paul Minnesota, Geo H Noyes of Milwaukee, Wisconsin, William B Brooks of Pittsfield Pensylvania and Patrick W. Turtell of Milwaukee

Wisconsin.

Names	Residences	No of Shares
W. F. Dalrymple	Pittsfield Pa.	Eighty seven and ninety seven
Oliver Dalrymple	St Paul Minn	One hundred
Geo H Noyes	Milwaukee Wis	one
Wm R Brooks	Pittsfield Pa	one share
Patrick W. Purtell	Milwaukee Wis.	one

State of Wisconsin } ss. William F Dalrymple, Geo H. Noyes and Patrick W
County of Milwaukee }

Purtell being each severally and duly sworn each for himself says that he is one of the Directors named in the foregoing Articles and who have subscribed the same that the signatures thereto are genuine and that it is intended in good faith to construct, maintain and operate the railroad therein mentioned.

Subscribed and sworn to before me
this 25th day of July A.D. 1883.

Clinton Textor
Seal Notary Public Wisconsin.

W. F. Dalrymple
Geo H Noyes
P. W. Purtell

Recorded 26th July 1883. B L J

Copy of record of Proceedings of the Wisconsin & Michigan Railroad Company locating Branch Road from its line to the State Line near City of Marinette, Wisconsin.

"Resolved, that the Wisconsin & Michigan Railroad Company will construct maintain and operate a branch road from a point on the line of its road the route of which branch road is hereby designated as follows: to wit: commencing at a convenient point on its line of road as now located and constructed in the North West Quarter of the South west Quarter of Section twenty two (22) Town Thirty Two (32) Range twenty (20) thence running in a South Easterly direction through towns twenty (20) twenty one (21) and twenty two (22) in the County of Marinette in the State of Wisconsin to some suitable and convenient point between the Cities of Marinette Wisconsin and Menominee Michigan on the State Line between the said States of Wisconsin and Michigan being a distance of twenty one (21) miles more or less."

We do hereby certify that the above and foregoing is a true Copy of a Resolution duly adopted by the Board of Directors of said Wisconsin & Michigan Railroad Company on the 24th day of July A.D. 1883. as entered in the record of the proceedings of said Company and of its said board.

In Witness Whereof we have hereunto set our hands and caused the Corporate Seal of said Company to be affixed this 27th day of July A. D 1883.

Wisconsin & Michigan Railroad Co

seal Geo H. Noyes Secretary. by James C Spencer Vice President & Acting President

Recorded 28 July 1883 B & J.

Copy of proceedings of "Bayfield Transfer Railway Company" as entered in the record of its proceedings.

"Resolved that the right of way of said Railroad be and the same is hereby located so that the centre line thereof shall run as follows:—

Commencing at a point on the Section Line one hundred feet West of the N.E. corner of the N.W. ¼ of Section Six (6) in Town fifty (50) Range three (3) West Bayfield County State of Wisconsin thence running South 33 degrees West to the S.E. corner of the South West quarter of said North West Quarter of said Section Six (6) thence South from said last named corner one half mile more or less to the South Line of said Section Six (6) at the South East Corner of the South West Quarter of said Section Six (6) thence in a South Westerly course along the shore line of Bayfield harbour about one hundred feet distant therefrom to the South Line of Section twelve (12) in Town fifty (50) Range four (4) West thence Southerly along the shore of the said harbor in Section thirteen (13) in the Village of Bayfield to the Pier on the North side of Washington Avenue in the Village of Bayfield."

We do hereby certify that the above and foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said "Bayfield Transfer Railway Company" on the 27th day of July A.D. 1883 as entered in the record of the proceedings of said Company and of its board.

In Witness whereof we have hereunto set our hands this 27th day of July A.D. 1883.

W. F. Dalrymple
President.

Geo H Noyes.
Secretary

Recorded 28th July B & J.

Articles of Organization of the Princeton and Western Railway Company

Be it known, That the undersigned with the intention of associating themselves together and forming ~~themselves~~ a corporation for the purpose of constructing, maintaining and operating a Railroad for public use in the conveyance of persons or property under and by virtue of the laws of ~~the~~ this State of Wisconsin and more especially under and by virtue of Section 1820 of Chapter 87 of the Revised Statutes of 1878 of said State of Wisconsin have adopted and do hereby adopt Articles of Organization, as follows

Article II

The corporate name of this Corporation shall be;

Princeton and Western Railway Company

Article III

The Railway of this Corporation is to be constructed from a point of junction with the line of the Chicago and Northwestern Railway at or near Princeton in Green Lake County, Wisconsin westerly to a point of connection with the railroad of the Chicago, St Paul, Minneapolis and Omaha Railway company at or near Valley Junction in the County of Monroe in said State of Wisconsin.

Article IIIII

The estimated length of said Railway is seventy five (75) miles, and the name of the Counties through or into which it is intended to be made are Green Lake, Marquette, Waushara, Adams, Juneau and Monroe.

Article IIIIII

The Capital Stock of this Corporation is to be; Fifty (50) Thousand Dollars; divided into Five hundred shares of one hundred dollars each.

Article V

The names and places of residence of the persons who shall be Directors of the Company, and shall manage its affairs for the first year, and until others are chosen in their places are as follows;

Albert Keep	residing at	Chicago Ill
Marvin Hughitt	"	" "
M M Kirkman	"	Evanston "
Lehal E Simmons	"	Oak Park "
J B Redfield	"	Chicago

In Witness whereof; We have hereunto set our hands and subscribed thereto the number of shares of Capital Stock of the said Corporation, which we have agreed to take and do hereby severally subscribe for and agree to take, this first day of August A D 1883.

Albert Keep	Chicago	Ill	Five Shares
Marvin Hughitt	"	"	" "
M.M. Kirkman	Evanston	Ill.	" "
Chas E Simmons	Oak Park	Ill.	" "
J.B. Redfield	Chicago.	Ill.	" "

State of Illinois } ss
County of Cook }

Albert Keep, Marvin Hughitt and M M Kirkman being severally duly sworn each for himself deposes and says; That he is one of the Directors named in the foregoing Articles of Organization, That the signatures thereto are genuine, and that it is intended in good faith to construct and maintain the railroad therein mention

Albert Keep
Marvin Hughitt
M M Kirkman

Subscribed and sworn to before me this 1st day of August A D 1883
J F Cleveland
Notary Public

Seal

Recorded 1st Aug 1883

Resolution creating Branch to the St Paul & Chicago Short Line R.R.

At a meeting of the Directors of the St Paul & Chicago Short Line Railway Company, held on the 21st day of July 1883, Mr S Merritt offered and moved the adoption of the following resolutions.

Resolved; That this Company will build a branch line from its main line at some convenient point in Pepin County in a North Easterly direction, through a portion of Pepin, Dunn, Eau Claire and Chippewa Counties to the City of Chippewa Falls, on said Chippewa County, a distance of about sixty (60) miles and

Resolved; That the President and Secretary are hereby directed to have a Certified Copy of the above

resolution filed and recorded in the office of the Secretary of State of the State of Wisconsin.

The motion to adopt the above resolution was seconded by Thos G Hatch and being put to a vote were unanimously adopted.

A B Stickney President and Robt C Wright Secretary of the St Paul & Chicago Short Line Railway Company do hereby certify that the resolutions, a copy of which is hereto attached were unanimously adopted by the Board of Directors of said company at a meeting duly and legally held on the 21st day of July 1883. and that said resolutions are duly entered in the Record of said proceedings.

Witness the signatures of said President and Secretary and the corporate seal of said Company

A B Stickney
President

[Corporate Seal]

Robt C Wright
Secretary

Recorded August 4 1883.

We the undersigned do hereby associate ourselves together as, and do hereby form a corporation under and by virtue of the General Laws of the State of Wisconsin, for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, and do, to that end, make and adopt these Articles of organization, viz:

I

The name of the corporation hereby formed and organized shall be and is "The Minneapolis, Sault Ste Marie and Atlantic Rail-way Company."

II

The places from and to which the railroad of said corporation is to be constructed, maintained and operated, are from a point in the County of Polk in the State of Wisconsin, at or near the mouth of Big Rock Creek on the St Croix River, running in an easterly direction across and through said State to a point on the Menominee River, and the north easterly boundary of said State, at or near the town of Florence.

III

The length of said railroad will be about Two Hundred and Twenty Five miles, and it is intended to be made through or into the Counties of Polk, Barron, Washburn, Sawyer, Chippewa, Price, Lincoln Langlade and Florence.

IV

The amount of capital stock of said corporation is Twelve Million Dollars, consisting of one hundred and twenty thousand shares of one hundred dollars each, of which eighty thousand shares, or eight million dollars shall be common stock, and forty thousand shares, or four million dollars shall be preferred stock.

V

The board of directors of said corporation shall consist of thirteen members. The names and residences of the directors thereof who shall manage its affairs for the first year, and until others are chosen in their places are as follows, to wit:

W. D. Washburn	residing at Minneapolis	Minn
Thomas Lowry	" "	"
H. T. Welles	" "	"
Christian Morrison	" "	"
J R. Sidle	" "	"
Geo R. Newell	" "	"
C M Loring	" "	"
Chas A. Tillsbury	" "	"
A C Rand	" "	"

W. W. Eastman residing at Minneapolis Minn.
Anthony Kelly " " "
Chas J Martin " " "
H. G. Harrison " " "

In witness whereof we the undersigned do hereunto subscribe our names, and do each of us set opposite our said respective signatures our respective places of residence, and the number of shares of the stock in said corporation which we respectively agree to take

Names	Residence	Number of Shares
W. D. Washburn	Minneapolis	Ten shares
Thomas Lowry	Minneapolis Minn.	Ten shares
H. T. Welles	Minneapolis Minn	Ten shares
Clinton Morrison	Minneapolis Minn	Ten shares
J R Sidle	"	Ten shares
Geo R Newell	"	Ten shares
C M Loring	"	Ten shares
Chas H Tellsbury	"	Ten shares
A C Rand	"	Ten shares
W W Eastman	"	Ten shares
Anthony Kelly	"	Ten shares
Chas J Martin	"	Ten shares
H. G. Harrison	"	Ten shares

State of Minnesota
County of Hennepin } ss. On this 14th day of August A. D. 1883 personally came before me, M. T. Hawkins a Notary public in and for the said County of Hennepin and State of Minnesota, W. D. Washburn, Chas J. Martin and C. M. Loring who being each duly sworn each for himself on his oath says that he is one of the persons named as a Director in the foregoing annexed Articles of organization of "the Minneapolis Sault Ste Marie and Atlantic Railway Company". That the signatures to said Articles of organization are each and all genuine, and that it is intended in good faith to construct, maintain and operate the railroad therein mentioned.

Subscribed and sworn to before me
this 14th day of August A. D. 1883
M T. Hawkins
Notary Public
Hennepin Co Minn

W. D. Washburn
Chas J Martin
C M. Loring.

Seal.

Recorded 17 Aug. 1883. B. St. G.

Copy of record of proceedings of the "Bayfield Transfer Railway Company" locating extension of road from the northern terminus of its line to Red Cliffe Bay.

"Resolved, That the Bayfield Transfer Railway Company will and does hereby extend its road from a point on the north section line of Section six (6) Township fifty (50) North of Range three west in Bayfield County, Wisconsin, the route of such extension being hereby designated as follows: Commencing at the said point where the route of said railroad as now located intersects the said north section line of said section six (6). Thence running in a north easterly direction along the shore of Bayfield harbor, or the waters of Lake Superior, and distant therefrom about one hundred feet to a suitable and convenient point on Red Cliffe Bay in said Bayfield County, Wisconsin, being a distance of three miles more or less."

We do hereby certify that the above and foregoing has been compared by us with the original records and that the same is a true copy of a resolution duly adopted by the Board of Directors of said "Bayfield Transfer Railway Company" on the 27th day of July A. D. 1883 as entered in the record of the proceedings of said Company and of its said Board.

In Witness whereof we have hereunto set our hands this 28th day of July A. D. 1883.

Geo. H Noyes
Secretary

W. F. Dalrymple
President.

Recorded Aug 18/1883. B. M. C.

J. C. Traer

We the undersigned August Finkelnburg, Richard R. Kempter, Charles W. Tracy and J. W. Traer, do hereby associate ourselves together as a Corporation under the laws of the State of Wisconsin relating to the formation of railroad Corporations for the purpose of locating, constructing, maintaining and operating a railroad as stated in the following articles:

Article I. The name of this Corporation shall be The Winona, Alma & Northern Railway Company.

Article II. The object of the Corporation is to locate, construct, maintain and operate a railroad, with all necessary warehouses, wharves, and appurtenances from a point on the East Bank of the Mississippi river in Buffalo County, State of Wisconsin, nearly opposite the City of Winona, in the State of Minnesota to the city of Menomonie, in the County of Dunn, State of Wisconsin, with a branch from some point on such main line Westward to and into the State of Minnesota.

Article III. The length of said railroad and branch will be One Hundred and twenty Five Miles (125 miles) located in the Counties of Buffalo Pepin Dunn, St Croix and Pierce.

Article IV. The principal Office of said Company shall be at Alma, in the County of Buffalo, Wisconsin, but meetings of the Board of Directors may be held and branch Offices may be established in the States of Iowa, Illinois and Minnesota or either of them.

Article V. The Capital Stock of the Corporation shall be Five Hundred Thousand Dollars ($500,000) divided in five thousand shares (5000) of one hundred Dollars ($100.00) each.

Article VI. Until the first annual meeting, after the organization of said Company the affairs of the Company shall be managed by a board of five Directors, who shall select a president, and vice-president from their number and may appoint a treasurer and Secretary and such other officers as they shall by their By-laws prescribe. The names and residences of the directors herein referred to are as follows:

August Finkelnburg of Fountain City, Buffalo County Wisconsin Richard R. Kempter of Alma, Buffalo County, Wisconsin; J. C. Traer of Vinton Iowa; Charles W. Tracy of Oskaloosa, Iowa and J. W. Traer of Cedar Rapids, Iowa.

Article VII. The board of Directors of said Company shall by their by-laws prescribe the time for holding the annual meetings of said Company and the number of its directors.

In witness whereof we, the above named Directors have hereunto subscribed our names and residences and the number of shares we have severally agrees to take of the Capital Stock of said Corporation, this 20th day of August A.D. 1883

A. Finkelnburg five shares, Richard R. Kempter five shares

J. C. Traer Ten shares; J. W. Traer Twenty shares
Chas W. Tracy Ten shares.

State of Wisconsin } ss
County of Buffalo } We, A. Finkelnburg, Richard R. Kempter and J. C. Traer, being severally first duly sworn on our oath say; that we are three of the directors named in, and who have signed the foregoing Articles of Incorporation; that the Signatures affixed to said Articles are the genuine signatures of the individuals purporting to have executed said Articles of Organization; that it is the intention in good faith to construct, maintain and operate the railroad therein mentioned.

A. Finkelnburg
Richard R Kempter
J. C. Traer

Subscribed and sworn to before me this 20th Day of August 1883.

Seal.

J. W. DeGroff
Clerk of Circuit Court
Buffalo County Wis.

Recorded 21 Aug 1883. Wm V. D. R.

Agreement, made this eleventh day of July, 1883, between The Railroad Equipment Company and The Chicago Railway Equipment Company.

The Railroad Equipment Company agrees to lease to the the Chicago Railway Equipment Company, and the Chicago Railway Equipment Company agrees to hire from the Railroad Equipment Company the following railroad equipment and rolling stock, built and to be built by the Northwestern Manufacturing and Car Company, according to specifications furnished:

	Railroad Numbers	Owner's Plate Numbers
500 Box Cars		to 500.

Such renting and hiring to be in respect to each of said cars for the period of ten (10) years from the first day of August, eighteen hundred and eighty-three, subject, however, to the provisions and conditions hereinafter contained.

It is agreed that the value of said railroad equipment and rolling stock is as follows:

250 Box Cars, at $535 each,

250 Box Cars, at $565 each,

making, in all, the sum of two hundred and seventy-five thousand dollars ($275,000).

The deliveries of said railroad equipment and rolling stock shall be completed on or before October 1st, 1883.

It is understood and agreed, however, that The Railroad Equipment Company shall in no way be liable for any default or delay that may arise in the delivery of said rolling stock by the builders thereof, but it is expressly agreed that for any damage done to The Chicago Railway Equipment Company by delay in delivering said rolling stock, or any part thereof, the said Chicago Railway Equipment Company shall be entitled to all the benefits accrued to The Railroad Equipment Company by and in the contract as to the manufacture and time of delivery of said rolling stock, and in respect to such manufacture and delivery be subrogated to all the rights, privileges and benefits of said The Railroad Equipment Company.

The rental of said railroad equipment and rolling stock, payable to said The Railroad Equipment Company, lessor, by The Chicago Railway Equipment Company, lessee, shall be as follows:

A cash payment of ten percent. (10%) of the value of each of said cars, upon the delivery thereof to the party authorized by the Chicago Railway Equipment Company to receipt for the same, the receipt of this party being final and conclusive evidence of the acceptance of each car to the satisfaction of the lessee, making, in all, for the cash payments, the sum of twenty-seven thou-

-sand five hundred dollars ($27,500); and, in addition to the above cash payment forty (40) quarterly payments, as follows;

$11,000 00 on November 1st, 1883.	$8.937 40 on November 1st, 1888.
$10.896 87 on February 1st, 1884.	$8.834 27 on February 1st, 1889.
$10,793 74 on May 1st, 1884.	$8,731 14 on May 1st, 1889.
$10,690 61 on August 1st, 1884.	$8.628 01 on August 1st, 1889.
$10,587 48 on November 1st, 1884.	$8.524 88 on November 1st, 1889.
$10,484 35 on February 1st, 1885.	$8.421 75 on February 1st, 1890.
$10,381 22 on May 1st, 1885.	$8.318 62 on May 1st, 1890.
$10.278 09 on August 1st, 1885.	$8,215 49 on August 1st, 1890.
$10.174 96 on November 1st, 1885.	$8,112 36 on November 1st, 1890.
$10.071 83 on February 1st. 1886.	$8,009 23 on February 1st, 1891.
$9,968 70 on May 1st, 1886.	$7,906 10 on May 1st, 1891.
$9.865 57 on August 1st. 1886.	$7.802 97 on August 1st. 1891.
$9,762 44 on November 1st. 1886.	$7.699 84 on November 1st, 1891.
$9.659 31 on February 1st. 1887.	$7.596 71 on February 1st, 1892.
$9.556 18 on May 1st. 1887.	$7,493 58 on May 1st, 1892.
$9,453 05 on August 1st. 1887.	$7,390 45 on August 1st, 1892
$9,349 92 on November 1st. 1887.	$7.287 32 on November 1st, 1892.
$9.246 79 on February 1st. 1888.	$7.184 19 on February 1st, 1893.
$9,143 66 on May 1st, 1888.	$7.081 06 on May 1st, 1893.
$9,040 53 on August 1st 1888.	$6,977 93 on August 1st, 1893.

making, in all, for the deferred forty quarterly payments, the sum of three hundred and fifty-nine thousand five hundred and fifty-eight 60/100 dollars, ($359,558 60/100).

Each of such deferred payments shall be represented by a lease-warrant of the lessee of the following tenor:

"Chicago, Ills., July 11th, 1883.

On the first day of November, 1883, without grace, there will be due to the order of the Railroad Equipment Company. Eleven thousand dollars, for rental of five hundred box cars, under contract of lease of July 11th, 1883, payable at the office of the Central Trust Company, in the City of New York.

Chicago Railway Equipment Co.,
By Geo. B. Burrows. Vice President."

Series B., 66. No.

In case of default in the payment of any installments of rent on the day on

which the same falls due hereunder, the said lessor or assigns shall have the right, at their option, to enter upon the premises of The Chicago Railway Equipment Company to remove any and all cars which may have been delivered to said Chicago Railway Equipment Company under this agreement, and shall have the right to sell, or notice, the same at public or private sale, and to apply the proceeds to the payment of any and all instalments of rent of said cars for the whole of said term of ten years, limited and prescribed by this lease, whether said instalments shall then have fallen due or not, less interest at five per cent. per annum; and notwithstanding that said cars may have been taken possession of and removed and sold prior to the expiration of this lease. If the proceeds shall be more than all sufficient to pay such unpaid instalments of rent, with interest and expenses, then the surplus is to be paid to The Chicago Railway Equipment Company; but if there should be any deficit, then The Chicago Railway Equipment Company shall be liable to pay such deficit on demand.

The lessee shall keep said railroad equipment and rolling stock in proper order, and in complete repair, and in working condition, less fair wear and tear; such repairs and maintenance to be done to the satisfaction of the agent or engineer of the lessor.

At all times the name, number, plates and marks and signs of the ownership of the lessor shall be fixed and retained upon each of said cars for the purpose of making the ownership publicly known. In the event any such marks or signs being destroyed, the lessee will immediately restore the same, and such other things shall be done as by the counsel of said lessor shall be deemed necessary or expedient for the full and complete protection of the rights of said lessor as owner of said railroad equipment and rolling stock.

The said railroad equipment and rolling stock shall be insured against fire by the lessor and for its benefit, and the insurance premium is to be paid by the lessee.

The lessee shall replace any cars lost by fire, or otherwise destroyed, and in that case it shall receive from the lessor the amount collected from the insurance company on such loss.

The Chicago Railway Equipment Company covenants and agrees to perform the agreements and undertakings in its behalf contained herein, and to pay promptly each and every lease-warrant to be given by it thereunder.

It is further agreed, that in consideration of such several payments hereinbefore specified, during the said term of ten years, and all other sums of money due hereunder, and any interest which may have accrued thereon, being fully paid to the lessor within thirty days after the expiration of said term of ten years, then the said railroad equipment and rolling stock, as described herein, shall become the

absolute property of said lessee, without further conveyance or transfer.

The lessee agrees to pay whatever taxes may be payable on said railroad equipment and rolling stock.

At the lessor's request, the lessee shall furnish lease-warrants as above set forth, to cover pro rata the rent of whatever portion of said railroad equipment and rolling stock may have been delivered up to the date of such request.

In Witness Whereof, The Railroad Equipment Company and The Chicago Railway Equipment Company have caused these presents to be signed by their respective Presidents, and their corporate seals, duly attested, to be hereto affixed

Chicago Railway Equipment Company.
By Geo. B. Barrows. Vice President.

Executed in duplicate

attest
E. D. Buffington
Seal. Treas,

The Railroad Equipment Co.
By H. A. V. Post.
Treas.

attest-
Seal Morgan G. Post
Asst. Secy.

Received and recorded August 27. 1883 at 3 Oclock P.M. (not filed)

Articles of Incorporation of the Canada, La Crosse and South Western Railway Company.

To all whom these presents shall come: Be it known, that the undersigned persons, for the purpose of associating themselves together, and forming a Corporation, under and by virtue of the Laws of the State of Wisconsin, and more especially under and by virtue of Title nineteen (19) Chapter eighty seven (87) of the General Statutes of said State and the several acts amendatory thereof, have adopted and do hereby adopt articles of incorporation as follows:

Article I. The corporate name of the corporation shall be "The Canada, La Crosse and South Western Railway Company. The General nature of the business is and shall be to survey, locate, construct, maintain, operate and own a railway with one or more tracks or lines of road, and the equipment thereof, with all necessary side tracks and turnouts, and all Machine Shops, Warehouses, Storehouses, depots, elevators, Station houses, factories, buildings, structures, erections and appurtenances necessary and convenient for the management, equipment and operation of said railway from the City of La Crosse, in the County of La Crosse, and State of Wisconsin, through the Counties of La Crosse, Trempleau Jackson, Clark, Taylor, Marathon, Lincoln, Langlade, Oconto and Marinette in said State of Wisconsin to a point on the State line of the State of Michigan, in the County last aforesaid, a distance of about two hundred and seventy five (275) Miles and thence in a north easterly direction to a point at or near the Sault St Marie a further distance of about two hundred and twenty five (225) Miles a total length of about five hundred (500) Miles with such branches, turnouts and lateral lines as may be found necessary or expedient for the convenient transaction of its business.

The principal place of transacting the business of this corporation is and shall be in the City of La Crosse in the State of Wisconsin as aforesaid, but the Directors may meet at such other places as they may by resolution designate.

Article II. This corporation shall commence on the fifth day of September A.D. 1883. and shall continue in operation for the period of one hundred years.

Article III. The Capital Stock of this Corporation shall be twelve Million, five hundred thousand (12,500,000) dollars divided as follows: viz: eighty five thousand (85,000) shares of Common stock of the value of one hundred (100) dollars each, and forty thousand (40,000) shares of preferred stock of the value of one hundred (100) dollars each.

Article IV. The names and places of residence of the persons composing this corporation or association are as follows:

Joseph Clarke	La Crosse	Wisconsin
Mons Anderson	"	"
Giles R. Montague	"	"
Albert Hirshheimer	"	"
George F. Gund	La Crosse	Wisconsin
James L. Gates	Neillsville	"
William T. Price	Black River Falls	"
William J Thompson	"	"
Charles F Ainsworth	"	"
William H. Roach	New York City	
James Wadsworth	"	
Loran W Reynolds	Boone	Iowa
Frederick A. Rogiene	Charles City	"
James Mc Cord	La Crosse	Wisconsin

In Witness whereof we have hereunto set our hands and affixed our seals this first day of September A. D. 1883.

Joseph Clarke
Mons Anderson
Giles R Montague
Albert Hirshheimer
George F Gund
James L Gates
Wm T Price
William J. Thompson
Charles F. Ainsworth
William H Roach
James Wadsworth
Loran W. Reynolds
Frederick A Rogiene
James Mc Cord.

Article V. The Government of the corporation and management of its affairs shall be vested in a board of eleven (11) Directors who shall be elected by the Stockholders at an annual meeting to be held on the first Tuesday in November of each year, and the first of such annual meetings shall be held on the first Tuesday in November A.D. 1883.

The first Board of Directors of this corporation shall consist of the following named persons who have hereunto subscribed their names viz:

Signatures	Residence		No of shares agreed to be taken by each.
William T. Price	Blk River Falls	Wis.	one share
Charles F. Ainsworth	Blk River Falls	Wis	one share
James L Gates	Neillsville	Wis	One share
Frederick A. Rogiene	Charles City,	Iowa	One share
Loran W. Reynolds	Boone	Iowa	One share
Edwin C Hixon	La Crosse	Wis	One share
Giles R. Montague	La Crosse	Wis	One share
Albert Hirshheimer	La Crosse	Wis	One share
George F. Gund	La Crosse	Wis	One share

William H. Roach New York City one share
James Wadsworth New York City one share

and who shall hold office as such until their successors are elected at the first annual meeting aforesaid.

Article VI The officers of this corporation shall be a President, Vice President, Secretary, Treasurer, and an Executive Committee of five, who shall be elected annually by the Board of Directors;

Until the first annual meeting of the Stockholders on the First Tuesday in November A.D. 1883 as herein before provided these officers shall be

William T. Price President
Giles R Montague Vice President
Robert Culbert Secretary
Joseph Clarke Treasurer

and until the said annual meeting William T. Price, Gideon C Hixon Giles R Montague, Albert Hirshheimer and Frederick A Rozjene shall constitute such Executive Committee.

We, William T. Price, Albert Hirshheimer, and William H Roach, Directors of the Canada, La Crosse and SouthWestern Railway Company, and whose names are subscribed in the Articles of incorporation of said company as such, do hereby severally swear and depose, each for himself, that each and all of the signatures contained in and affixed to the said Articles, whether as incorporators or Directors are the true and bona fide signatures of the persons thereby represented and were affixed in our presence

We also severally swear, each for himself that it is intended by the incorporators and Directors of said company in good faith to construct maintain and operate the railroad as set forth in said articles of incorporation

William T. Price
Albert Hirshheimer
William H Roach

Sworn and Subscribed to before me J. J. Hirshheimer Notary Public for the County of La Crosse in the State of Wisconsin this first day of September A.D. 1883. In Testimony whereof I have hereunto set my hand and Notarial Seal.

J. J. Hirshheimer
Notary public
La Crosse Co
Wis.

Seal

Recorded 4th Septr 1883 B & J.

Articles of Incorporation
of
The Minneapolis, Sault Ste. Marie and Atlantic Railway Company.

We the undersigned do hereby associate ourselves together as, and do hereby form a corporation under and by virtue of the General Laws of the State of Wisconsin for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, and do to that end make and adopt these articles of organization viz:

I.

The name of the corporation hereby formed and organized shall be and is "the Minneapolis, Sault Ste. Marie and Atlantic Railway Company".

II

The places from and to which the railroad of said corporation is to be constructed, maintained and operated are from a point in the County of Polk in the State of Wisconsin on the St Croix River and on the boundary line between the States of Wisconsin and Minnesota near the village of Osceola in said county of Polk running in an easterly direction across and through said State of Wisconsin, to a point on the Menominee River and on the Northeasterly boundary line of said State of Wisconsin at or near the town of Florence: and said line of railroad may in any lawful manner connect at said point upon the boundary line between said States of Wisconsin and Minnesota with any railroad which shall be constructed from such point to the city of Minneapolis in said State of Minnesota, and at said point on the Northeasterly boundary line of said State of Wisconsin, with any railroad which may be constructed from said last named point to the Sault Ste Marie River

III.

The length of said railroad will be about two hundred and twenty five miles, and it is intended to be made through or into the Counties of Polk, Barron, Washburn, Sawyer, Chippewa Price, Lincoln, Langlade, Florence and Taylor.

IV.

The amount of capital stock of said corporation is Twelve Million Dollars consisting of one hundred and twenty thousand shares of one hundred dollars each; of which eighty thousand shares or eight Million Dollars shall be common stock and forty thousand shares or four million Dollars shall be preferred Stock.

V.

The Board of Directors of said Corporation shall consist of thirteen members. The names and residences of the directors thereof who shall manage its affairs for the first year and until others are chosen in their places are as follows, to wit:

W. D. Washburn	residing at Minneapolis, Minnesota
H. T. Welles	residing at Minneapolis Minnesota
John Martin	residing at Minneapolis Minnesota
Thomas Lowry	residing at Minneapolis Minnesota
Geo. R. Newell	residing at Minneapolis Minnesota
Anthony Kelly	residing at Minneapolis Minnesota
C M Loring	residing at Minneapolis Minnesota
Clinton Morrison	residing at Minneapolis Minnesota
J. K. Sidle	residing at Minneapolis Minnesota
W. W. Eastman	residing at Minneapolis Minnesota
William D. Hale	residing at Minneapolis Minnesota
Charles A Fillsbury	residing at Minneapolis Minnesota
Charles J Martin	residing at Minneapolis Minnesota.

In witness whereof we the undersigned do hereunto subscribe our names and do each of us set opposite our respective signatures our respective places of Residence, and the number of shares of the Stock in said corporation which we respectively agree to take.

Names	Residence.	Number of Shares
W. D. Washburn	Minneapolis Minn	Ten shares
H T Welles	Minneapolis Minn.	Ten shares
John Martin	Minneapolis Minn	Ten shares
Thomas Lowry	Minneapolis Min	Ten shares
George R. Newell	Minneapolis Minn	Ten shares
Anthony Kelly	Minneapolis Minn	Ten shares
C M Loring	Minneapolis Minn	Ten shares
Clinton Morrison	Minneapolis Minn	Ten shares
J K Sidle	Minneapolis Minn	Ten shares
W W Eastman	Minneapolis Minn	Ten shares
William D. Hale	Minneapolis Minn	Ten shares
Chas A Fillsbury	Minneapolis Minn	Ten shares
Chas J Martin	Minneapolis Minn.	Ten shares

Dated at Minneapolis Minnesota on this twenty eight day of September A. D. 1883.

State of Minnesota } ss
County of Hennepin } On this 28th day of September A.D. 1883 personally came before me M. F. Hawkins a Notary Public in and for said County of Hennepin and State of Minnesota, W. D. Washburn Charles A Fillsbury and Chas J Martin who being each duly sworn each for himself on his oath says that he is one of the persons named as a directors in the foregoing annexed articles of organization of the Minneapolis, Sault Ste Marie and Atlantic Railway Company; that the signatures to said articles of organization are each and all genuine, and that it is intended in good faith to construct, maintain and operate the Railroad therein mentioned.

Subscribed and sworn to before me this 28th day of September A.D. 1883.

M. F. Hawkins
Notary Public
Hennepin Co
Minnesota.

seal

W. D. Washburn
Chas A Fillsbury
Chas J Martin.

Recorded 29th Septbr 1883. J. C. B.

Articles of Organization of the Chippewa River and Menomonee Railway Company.

We the undersigned Samuel W. Chinn, Orrin H. Ingram, Fredrick Weyerhaeuser, Elias W. Culver and William Devine in order to form a corporation for the purpose of constructing, maintaining and operating a railway for the public use in the conveyance of persons and property hereby, in pursuance of Section 1820 of the Revised Statutes of Wisconsin, make and sign articles of organization as follows, to wit:

Article I. The name of the Corporation hereby formed is The Chippewa River and Menomonee Railway Company.

Article II. The railway to be constructed will extend from a point on the Chippewa Falls and Northern Railroad near the center of section twenty (20) Town thirty two (32) Range Ten (10) in Barron County, Wisconsin in a northeasterly direction to Lake Court Oreilles in Sawyer County Wisconsin, with a branch to the Chippewa River at a point on said river between Dej Bord and the north line of town thirty four (34).

Article III. The length of said railway is about fifty five miles and will pass through or into the Counties of Barron, Chippewa, and Sawyer in the State of Wisconsin.

Article IV. The Capital Stock of the Corporation is One Million Five Hundred Thousand Dollars ($1,500,000.) divided into fifteen thousand (15000) shares of One hundred Dollars each.

Article V. There shall be five Directors of said corporation, and Samuel W. Chinn of the City of Eau Claire, Wisconsin, Orrin H. Ingram of Eau Claire Wisconsin, Fredrick Weyerhaeuser of Rock Island Illinois, and Elias W. Culver and William Irvine of Chippewa Falls Wisconsin are hereby made the directors of said corporation

and shall manage the affairs for the first year and until others are chosen in their places.

In Witness Whereof we have hereunto subscribes our names, with our places of residence and the number of shares of stock we agree to take respectively, this 20th day of September in the year of our Lord one thousand eighthundred and eighty three.

Directors	Places of Residence	No of Shares.	
Samuel W Chinn	Eau Claire Wis	50.	$5000.00
Orrin H Ingram	do.	50	" 5000.
Elias W. Culver	Chippewa Falls Wis	5	" 500
Frederick Weyerhaeuser	Rock Islan Ill	50	" 5000
William Irvine	Chippewa Falls Wis	5	" 500

State of Wisconsin } ss.
County of Chippewa }

Samuel W. Chinn, Orin H Ingram, Elias W. Culver and William Irvine being severally and duly sworn, each for himself, says, that the signatures to the foregoing articles of organization are genuine and that it is intended in good faith to construct maintain and operate the railway therein mentioned.

Subscribed and sworn to before me
this 20th day of September 1883
R. D. Marshall
Notary Public
Chippewa County
Wisconsin.

Samuel W. Chinn
Elias W. Culver
Orrin H. Ingram
William Irvine.

Record Oct 1st 1883 J. & B.

Copy of Resolution of Members of the Minneapolis Sault Ste Marie and Atlantic Railway Company dissolving said Corporation.

Whereas a meeting of the members and stockholders of the Minneapolis Sault Ste Marie and Atlantic Railway Company a corporation organized and existing under and pursuant to articles of organization filed in the Office of the Secretary of State of the State of Wisconsin and patent under the Great Seal of said State, duly issued thereupon signed by the Governor and Secretary of State of said State on the seventeenth day of August, A.D. 1883. has been duly and specially called, for the purpose of dissolving said corporation pursuant to Section 1789 of Chapter Eighty Six of the Revised Statutes of Wisconsin, to meet at the Office of John C Spooner, Esq. in the City of Hudson in the County of St Croix in said State on this twenty fifth day of September A.D. 1883. at 10 o'clock in the forenoon of said

day, and whereas pursuant to said call the following named members and stockholders of said corporation, to wit: W.D. Washburn, Thomas Lowry H.T. Welles, J.K. Sidle, Geo R Newell, Chas A Pillsbury, A.C. Rand W.W. Eastman and Chas. J. Martin, said members and stockholders being also more than two thirds in number of the full board of directors of said Corporation and being the owners and holders of more than two thirds of the Capital Stock thereof now subscribed or taken, have and are now duly assembled in meeting at said time and place for the purpose aforesaid. Now Be it Resolved by said members and stockholders that the said corporation The Minneapolis Sault Ste Marie and Atlantic Railway Company so as aforesaid organized, Chartered and existing be and the same is hereby dissolved and said charter hereby surrendered.

We William D. Washburn, President, and Marsh T. Hawkins, Secretary of the Corporation, The Minneapolis Sault Ste Marie and Atlantic Railway Company mentioned in the resolution of which the foregoing is a copy, do hereby certify that the foregoing is a true copy of an original written resolution adopted by the members and Stockholders of said corporation: that the said written resolution was duly adopted by said members and stockholders on the twenty fifth day of September A.D. 1883. at a meeting duly and specially called and held for that purpose at the Office of John C Spooner Esq. in the City of Hudson in the State of Wisconsin; that the number of members and stockholders of said corporation were originally thirteen in all and their names as follows, to wit: W.D. Washburn, Thomas Lowry H.D. Welles, Clinton Morrison, J.K. Sidle, Geo R. Newell, C.M. Loring Chas A Pillsbury, A.C. Rand, W.W. Eastman, Anthony Kelly, Chas J. Martin, H.J. Harrison: that the whole number of shares of stock of said corporation subscribed for or owned by any person or persons were one hundred and thirty shares; that each of the foregoing named members had subscribed for and owned ten shares thereof; that said H.J. Harrison has before said meeting sold, assigned and transferred all his stock in said corporation to said W.D. Washburn, and resigned his office as director therein; that there were present at said meeting the following named of said members and stockholders, to wit: W.D. Washburn, Thomas Lowry, H.T. Welles, J.K. Sidle Geo R. Newell, Chas A. Pillsbury, A.C. Rand, W.W. Eastman, Chas J. Martin, that all of said members and stockholders present at said meeting voted for and in favor of said resolution and each voted his entire stock in favor thereof; which made nine members and one hundred shares of stock voted in favor of said resolution said number and amount of shares being more than two thirds in

number and interest of the members and stockholders of said corporation
That said corporation has not adopted and has not any corporate seal.

William D. Washburn
President

Marsh F. Hawkins
Secretary.

Recorded Sept 29. 1883

B & J.

This Indenture, Made this first day of October A.D. 1883, by and between The Milwaukee and Northern Railroad Company, which is a corporation organized under the General Laws of the State of Wisconsin, of the first part and Samuel N. Hoyt, of the City of Brooklyn, and Allen S. Apgar, of the City of New York, Trustees, of the second part.

Whereas, The Milwaukee and Northern Railroad Company has heretofore purchased the railway and franchises of the Wisconsin & Michigan Rail-road Company, extending from Fox River to the Menominee River, with a branch from Menominee, Michigan, through Marinette, Wisconsin, connecting with the main line at Ellis Junction and has agreed with said Company to acquire a franchise to construct and operate a continuous line of railroad from the City of Milwaukee to the village of Ontonagon, upon Lake Superior, by purchase of the franchises of the Ontonagon & Rule River Railroad the Republic Branch and Iron River Railroad Companies, or by Consolidation with said Companies, and has further agreed to aid with the Wisconsin and Michigan Railroad Company to pay for its Railway and franchises so purchased as aforesaid in bonds of said party of the first part, secured by a mortgage of a continuous line of railway, with sufficient franchises to operate and maintain the same from the City of Milwaukee, in the State of Wisconsin, to the village of Ontonagon, in the State of Michigan, which mortgage should equally secure an issue of bonds in the sum of one thousand dollars each, to be used for the following purposes, that is to say:

First. Bonds to the amount of two millions one hundred and fifty five thousand dollars, to be numbered consecutively from 1 to 2155, which shall be used by the trustees in said mortgage in taking up a like amount of mortgage bonds of said party of the first part now outstanding, bearing date June 10th 1880 and secured by a mortgage upon the first division of said first party's railroad recorded in Vol. five of Railway Mortgages in the Office of the Secretary of State, of Wisconsin pages 149 to 158.

Second. Bonds to the further amount of five hundred thousand dollars, numbered consecutively from 2156 to 2655 inclusive, to be used for the purpose of extending said first party's railroad from Schwartzburg into the city of Milwaukee, and acquiring and improving depot grounds in that city and for those purposes only.

Third. Bonds to the further amount of twenty thousand dollars per mile for each mile of its entire system of railroads from Schwartzburg north, main line and branches, deducting therefrom said amount of two millions one hundred and fifty five thousand dollars above provided to retire its present issue of bonds.

And Whereas, Said party of the first part did by resolution of its board of directors passed October 5th 1883. resolve to issue six per cent coupon bonds for the sum of one thousand dollars each, at the rate of twenty thousand dollars per mile for each mile of main line and branches of its railway north of Schwartzburg, to Samuel N. Hoyt and Allen S. Apgar, trustees, parties of the second part, of which the amount of two millions one hundred and fifty five thousand dollars, represented by bonds numbered consecutively from 1 to 2155 inclusive, should be issued to the trustees of this trust to be by them used to take up the bonds of said first party now outstanding, secured by its mortgage to Jesse Hoyt and Allen S Apgar, recorded in the Office of the Secretary of State of the State of Wisconsin, in Vol. five of Railroad Mortgages, pages 149 to 158, which mortgage is hereby confirmed and subject to which this trust deed is executed and delivered, either by direct exchange or by sale and purchase, or partly in one way and partly in the other, and the remainder thereof, numbered consecutively, be gimming with 2656, should be certified by said trustees to said party of the first part as fast as its railroad should be completed, and the completion certified to said trustees by the president and chief engineer of said party of the first part, and that it would hereafter, whenever its circumstances should justify it, make a further issue of fifty hundred thousand dollars of like bonds, to be numbered consecutively 2156 to 2655 inclusive, to be used towards the extension of its railway from Schwartzburg into the city of Milwaukee, acquiring depot grounds there and improving the same, and that all of said bonds should be equally secured by a trust deed, in a usual form, of its entire system of railway and branches constructed and to be constructed to embrace a continuous line from Milwaukee to Ontonagon, with branches to Neenah, Appleton Menominee and Marinette, and such other branches to towns, mines and forests as the business of said road should require, it grounds, buildings docks, wharves, equipments, tools and appurtenances, franchises, rights, powers and privileges now owned or hereafter to be acquired by a full and complete description thereof with covenants to extend and complete said line of road, and with proper reservations as to change of route and relocation:

Which bonds with their coupons and trustees certificate of authentication should be in form following; That is to say:

United States of America

$1000 No. ....

$1000.

No. ....

Know all men by these presents, that the Milwaukee and Northern Railroad Company, which is a corporation organized under the laws of the State of Wisconsin, is justly indebted unto Samuel N. Hoyt, and Allen S. Apgar, in the sum of one thousand dollars lawful money of the United States of America, which sum the said company promises to pay to the bearer hereof, or, in case of registration, to the registered holder hereof on the first day of June A.D. 1913. with interest at the rate of six per cent. per annum, payable semi-annually on the first days of June and December of each year, on the presentation and surrender of the annexed coupons as they severally become due and payable, at such place in the City of New York as said Company may from time to time designate. This bond if registered shall be transferred only upon the books of the Company by the registered holder in person, or by his attorney, duly authorized, which transfer shall be minuted hereon by the agent of the Company, unless the last transfer shall be to bearer and shall be subject at any time to re-registration and transfer to bearer at the option of the lawful holder hereof. This bond is one of a series of bonds of like date, tenor and effect, issued at the rate of twenty thousand dollars per mile of constructed road, the payment of which is equally secured by a trust deed duly recorded in the Office of the Secretary of State of the State of Wisconsin, to Samuel N Hoyt and Allen S. Apgar trustees, of all said Company's franchises, railway, equipment, or docks and wharves, grounds and appurtenances, which is a first lien, except upon the first division from Schwartzburgh to Green Bay, Neenah and Appleton, as to which it is subject to a prior mortgage to secure $2,155.000. six per cent. bonds, the retiring of which is provided by said trust deed.

This bond will be valid only when authenticated by the certificate of the trustees named in said trust deed endorsed hereon.

In Testimony Whereof, The said Company has caused this bond to be sealed with its corporate seal, subscribed with its name by its President and attested by its Secretary, this first day of October 1883, and the Coupons annexed to be attested by the signatures of its Secretary printed thereon.

The Milwaukee & Northern Railroad Company

by

Alfred M. Hoyt

President

Corporate Seal

George H Noyes

Secretary

Form of Coupons.

$ 30.

The Milwaukee and Northern Railroad Company will pay to the bearer in lawful money of the United States, thirty Dollars on the first day of ..... 18... in the City of New York, being six months interest upon its bond No. ...

Geo H Noyes Secretary

Trustees' Authentication

We hereby certify that the within bond is one of the bonds mentioned in and secured by the within described trust deed to us, which trust deed has been duly recorded

Samuel N. Hoyt } Trustees.
Allen S Apgar }

And did by the same resolution resolve to execute such mortgage and require the president and secretary to execute, acknowledge and deliver said bonds and said trust did as before provided.

Now Therefore, This Indenture witnesseth that the said party of the first part, for the purpose of equally securing the payment of the principal and interest of the said several bonds as the same shall mature, according to the tenor and effect thereof, in consideration of the premises and of the sum of one dollar to it in hand paid, the receipt whereof is duly confessed and acknowledged, hath granted, bargained and sold, and by these presents doth hereby grant, bargain and sell, convey and confirm, unto the parties of the second part, upon the trust herein expressed, and to their survivor or survivors and their and each of their successor or successors in this trust, in fee forever, all and singular, the following described railway property, to wit:

All and singular its system of railways, constructed and to be constructed, extending from the City of Milwaukee, in the State of Wisconsin to Ontonagon, in the State of Michigan, or however else the same shall hereafter be extended by construction, purchase, or consolidation or otherwise; all and singular the branches thereof to Neenah Appleton, Menominee and Marinette and all and singular such other branches as shall hereafter be constructed, extended or in any manner acquired; all and singular its sidings, grounds, real estate of every nature, ways and rights of way, warehouses, shops and buildings, bridges, tracks and superstructure, of every description, its ore docks and wharves and all and singular the furniture tools, engines, pumps, rails, frogs and switches, apparatus and appliances of every sort in use or purchased, to be used in and about the operation of said railway, its shops, ware houses and station houses and each and every thereof; all and singular the easements, rights and privileges appurtenant thereto acquired for the more convenient operation of said railway; all and singular the rolling stock and other equipment of said road of every

sort and the tools and furniture in use thereabout; all and singular the rights powers, privileges and franchises of every sort of said company, that it now has or may hereafter acquire, wheresoever said property shall be situated and howsoever acquired; all and singular its materials and supplies of every sort purchased for the construction, operation or repair of its railway; all and singular the earnings, incomes and profits of said Company; all and singular the contracts, bargains and agreements it has made or shall make, touching the business, construction, operation and repair of said railway property, which would or might be beneficial to the parties of the second part, for the purposes of said trust, as well those it may now have, as those it shall at any time acquire, and which shall be in existence at the time of any default under this mortgage; all and singular its deeds, grants, bargains and agreements, records, drawings, plans, maps, plats, designs, memoranda, and accounts which would be useful in operating, maintaining or repairing said railway or other of the property hereinbefore enumerated.

To have and to hold all the railway property, appurtenances, privileges and franchises above described unto the said parties of the second part, their successors in the trust, their assigns in fee for ever upon the terms and conditions herein set forth, in Trust, nevertheless to secure to the holders of each and every of several bonds and coupons herein before mentioned, equal payment thereof without preference, and to return the said property or the residue thereof, or the proceeds thereof after the payment of said bonds and coupons to the party of the first part its successors and assigns and upon the terms and conditions hereinafter contained, that is to say:

First. The actual possession, use, management and control of all the estate, property rights, franchises and interests hereby granted or which shall be granted agently to or by reason of any of the covenants hereof, shall be and remain in and with the said party of the first part so long as it shall pay the interest and principal of the bonds hereby secured and shall perform as they shall respectively become due and payable, and before any forfeiture shall accrue for the non payment thereof, all license fees, taxes, assessments and charges which shall be lawfully imposed upon said railway property, franchises and equipment.

Second. Non of the bonds to be secured by this mortgage shall become obligatory upon said party of the first part until the same shall be authenticated by the certificate of the trustees, endorsed thereon in manner aforesaid.

Third. Two thousand one hundred and fifty five of the bonds hereby secured being those numbered from one to two thousand one hundred and fifty five inclusive, shall, when issued, be issued to the trustees for the time being in this trust deed for the sole purpose of taking up and refunding the present

first mortgage bonds of said party of the first part, which shall be done by the trustees, either by direct exchange or by sale of the bonds issued under this trust deed, and purchase of the bonds now outstanding or partly in one way and partly in the other, at such times and in such manner as said party shall request. The bonds so taken up shall, when and as fast as taken up by the party of the second part, have plainly written or printed across their face this legend which shall be subscribed by said trustees: "This bond has been taken up by the subscribers who are the trustees in the trust deed between the Milwaukee & Northern Railroad Company and Samuel N Hoyt and Allen S Apgar, trustees, bearing date October 1st 1883, and is held according to the provisions of said deed, and is no longer negotiable." Thereafter said bonds shall cease to be valid, except that in case the trustees are unable to take up the whole issue of the bonds now outstanding, and the mortgage securing them shall be foreclosed, they shall have for the trustees for the time being of this trust, for the use and benefit of the holders of the bonds hereby secured, the same right, value, force and effect in such foreclosure proceedings, & executing payments made upon the bonds exchanged therefor, as if they had been purchased in the open market and not taken up under the provisions of this deed. When all of said bonds shall be taken up, the same shall be cancelled by mutilating them and they shall afterwards be returned to the party of the first part, which shall give a receipt therefor to the trustees for the time being under this deed.

Fourth. Five hundred bonds numbered 2156 to 2655 inclusive, shall be certified to said company by said trustees for the time being, whenever said party of the first part shall have expended the sum of two hundred and fifty thousand dollars in and about the building of its road into the City of Milwaukee from Schwartzbury, and in acquiring right of way and depot grounds and those facts shall have been certified to said trustees for the time being, under this mortgage, by the president and chief engineer of the Company, and the board of Directors of said company shall have individually guaranteed that said bonds shall be used only toward the extension of said railroad from Schwartzburg to the City of Milwaukee and in the purchase of right of way and depotgrounds therefor and in improvements thereon.

Fifth. The remaining issue of bonds, to be numbered consecutively 2656 and on, shall be certified by said trustees to said party of the first part at the rate of twenty thousand dollars per mile of completed road, main line and branches as fast as the said railroad and branches shall be completed and equipped, and the completion and equipment thereof certified to said trustees by the president and chief engineer of said party of the first part.

Sixth. The party of the first part and the trustees for the time being

under this trust deed, shall have the power to sell or exchange any real property conveyed by this trust deed or any supplemental deed securing said bonds, provided that such trustees shall be of opinion that it is to the best interest of the parties of the first part hereto and the holders of said bonds, that said real estate be sold but the proceeds of such sale or exchange shall be paid over to such trustees or shall be so invested or conveyed, as to become subject to the lien of this indenture until which time such property shall not be discharged from the lien of this deed. The party of the first part may sell worn out and disused equipment and material of every sort, conveyed by this deed free from the lien hereof provided it shall invest the proceeds in other material for such railway and equipment and being the same under the lien of this deed.

Seventh. In case of default in payment of any part of said interest on any day when the same becomes due and payable, and of such default continuing for a period of six months, then the whole amount of such of said bonds as are then outstanding, and interest thereon to that time, shall, at the option of said parties of the second part, their survivor or successor or successors in trust, be deemed to become and shall be due and payable at once, and the said party of the first part, its successors and assigns, shall and will, on demand made by said parties of the second part, their survivor or their successor or successors or assigns, trustee or trustees for the time being, or their agent or agents, duly authorized in writing, transfer and deliver in due form to them or their agents or agent so authorized, the actual possession of all the herein granted and conveyed property and premises, rights and franchises herein recited and mentioned, as intended to be embraced in this trust, who shall at once proceed to operate the same, and the expense of taking, holding and managing said premises and property, including a reasonable compensation to said trustees, their counsel, agents and servants for their services, if possession be taken, shall be paid from the income, and if necessary from the avail of the sales of said premises, property and franchises, by such trustees as aforesaid for the time being: and in such case the said parties of the second part, their survivor or successor or successors in said trust, or assigns, shall and may themselves or by their agents and officers, take and receive, collect and have the income and profits of said railway and property, first applying the same to the payment and discharge of all current necessary expenses of operating and repairs, including the compensation to trustees and their counsel, and expenses herein before mentioned, and all taxes licenses and other similar charges on said property or its earnings, and next to the payment of all sums of money due and payable upon the aforesaid bonds issued by the said party of the first part and hereby secured according to the tenor thereof.

Eighth. The said parties of the second part, their survivor or their successor or successors in said trust, or assigns, the said default still continuing

and having continued for six months, at his or their discretion, and at the request in writing of the holders of at least fourty per centum of the bonds hereby secured and then outstanding unpaid, except the holders of a majority of said bonds shall otherwise direct, shall proceed to sell and dispose of, or cause to be sold or disposed of, all the estate, premises, property, rights, franhises and interests hereby conveyed or intended to be conveyed together with all benefit and equity of redemption of said party of the first part therein, as one parcel, at public auction, in the city of Milwaukee, to the highest bidder, having previous by given public notice of the time, place and terms of said sale, and of the specific property to be sold, by publishing the same in a newspaper of good circulation in the last named city, and wherever else the trustees may deem expedient, or the law may require, for a period of at least three months previous to such sale, and for such further period, if any, as the law may require, and upon such sale in their own names, and as attorneys in fact of said party of the first part, for that purpose by these presents, duly constituted and appointed, in its name and stead, make, execute and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law of the same, granting and assuring to said purchaser or purchasers all such estate, right property and interest, and to the same extent as the said party of the first part hath therein at the date of these presents or shall have at any time subsequently thereto; and also a good and sufficient assignment of all of said personal property, choses in action, contracts, leases, papers, writings, designs, maps, and plats; and out of the moneys arising from the sale to retain the cost and charges of such advertisements and of the said sale of the premises and all such sum and sums of money as said trustees, their survivor, or the successors or successor of them, in said trust may have properly paid by reason of their taking upon themselves and executing said trusts, including the expense of taking possession of and operating said premises, and a reasonable amount for their own services and for professional advice, aid and assistance in effecting and consummating said possession, operation and sale, and in the performance of all their duties in and about, or growing out of said trust, or the execution thereof, and also the principal and interest which shall then remain due and unpaid on said bonds remaining issued and outstanding and hereby secured as aforesaid, for the benefit of, and to be paid to, the holders thereof, and then to restore the residue and remainder of the proceeds of sale, if any, to the said party of the first part; it being hereby expressly understood and agreed that the bonds issued by the said party of the first part and secured by these presents shall be ratably received in payment of the purchase money upon said sale by said trustees or the survivor or the successor or successors of them in case any such sale shall be made, at the option of the holder or holders thereof, at such

vote, in case the amount bid shall not exceed the sum of the amount the trustees shall be entitled to retain, and the whole amount due on said bonds, as the remainder of such proceeds of such sale, after deducting therefrom such sum as the trustees are entitled to retain on their own account, shall bear to the whole amount of the indebtedness of the said party of the first part upon such bonds; but in case the proceeds of such sale shall exceed the sum of the amounts the trustees shall be entitled to retain as aforesaid and the amount due upon said bonds for principal and interest, then and in that case said bonds shall be received in payment of such purchase money only for the amount due upon them for principal and interest, and such sale, when fully consummated, shall be a perpetual bar both in law and equity against said party of the first part and persons claiming or to claim the premises or any part thereof, or any interest therein, by, through or under the said party of the first part, subsequent to the date of these presents.

Ninth. That the powers to declare the principal sum of said bonds presently due and payable in case of default of interest, to take possession of the mortgaged premises, and to operate the same in case of default to sell the same or to pursue legal remedies to enforce the payment of such bonds, shall not be exercised by such trustees, except upon the written request of the holders of forty per cent. of the bonds outstanding at the time of such request, which request may be in one instrument or several, nor against the request of the holders of the majority of the bonds expressed in writing, and in case the said trustees shall have at any time commenced to exercise any of said powers, they shall suspend such exercise and undo what they have already done, upon the request in writing, by one or more instruments, by the said party of the first part, and by the holders of sixty five per cent. of the bonds then out standing, made any time before sale of the property; provided however, that the exercise of such powers shall not remain suspended upon such request of the first party and the holders of sixty five per cent. of the bonds for more than five years in all, in or during which, according to the provisions hereof, they might be exercised, either at one time or at several times, during the term of said bond. This condition being intended to provide for a default of payment, which in the opinion of the holders of such a majority of the bonds has occured without the fault of the company, and which default it would not be for the interest of the holders of the bonds to take advantage of; and to that end such majority of the bondholders may in their request make such conditions to the suspending of the exercise of such powers as they see fit, and they may also make such suspending revocable in such manner as they may by any such request prescribe, and it is further provided, that any such suspension by request of the majority of the bondholders shall not

prevent the trustees from instituting proceedings to lay hold of the revenues of said company during such suspending, provided, the same are by act of the company, or by legal proceedings being diverted from being applied, according to the conditions of such request of the holders of said majority of the bonds.

Tenth. In case the party of the first part shall discover a more desirable route for its railway beyond the Peshtigo River than that herein covenanted to be constructed, either wholly in Wisconsin, or partly in Wisconsin and partly in Michigan, or shall determine for any cause to abandon any part or parcel of its said line of railway, either by reason of difficulty of construction or less cost of operation or by greater promise of business or other cause, which, in the judgment of said party of the first part, makes it to the interest of the party of the first part to adopt a different route for that part of its road not now being constructed, and different franchises for its construction and operation, as well in Wisconsin as Michigan, it shall be at liberty to make such changes in its routes or present plan for routes, and in its franchises, as in the judgment of said party of the first part shall be for its interest, and such changes shall not be deemed breaches of this Indenture, provided that the general plan of making a complete system of railways from Milwaukee north shall be followed and carried out, and all of said new routes and franchises by proper supplemental deeds, subjected to the payment of said bonds and coupons in manner herein provided, and no more bonds than twenty thousand dollars per mile of completed road shall be issued, and that no bonds shall be certified by the trustees on account of any work done on such changed route, until that part of railway for which such bonds shall be certified shall have been completed, and its completion certified to the trustees as herein provided.

Eleventh. In case of any vacancy in the said trusteeship by the death or resignation of said trustees or either, or in case said trustees or either become incapacitated to act from any cause, or in case of absence of said trustees, or either of them, from the United States for more than six months, the said party of the first part, and the surviving trustee, party of the second part, shall by deed select and appoint a new trustee to fill the vacancy so occuring, and in case of disagreement between said company and such remaining trustee, or of omission on their part for the period of three months after such vacancy occurs, or the right to appoint and select such new trustee accrues, the Supreme Court of said State of Wisconsin or a majority of the judges thereof, or the judge of the Circuit Court of Milwaukee County, upon request of the holders of at least twenty per centum of the amount of bonds hereby secured and then out standing, may, upon twenty days notice of the application, published in a daily newspaper of good circulation, published in the city of Milwaukee, and notice to said Company, served upon its president, Secretary

General Solicitor, or a Director thereof, by order, appoint a new trustee or trustees to fill such vacancy, or supplant such trustees so absent or incapacitated, and such proceedings may be had, and appointments and elections made, as often as the like occasion may require the appointment of a trustee to execute the trusts herein declared, and when so selected and appointed, such new trustee shall thereupon become vested for the purposes of the said trust with all the estate, rights, interests, powers, property and control, hereby conveyed or granted to, or vested in the said Samuel N. Hoyt and Allen S. Apgar, parties of the second part, by these presents or any supplemental deed, without any further or other assurance, grant or conveyance of the same as fully and effectually as if such appointment had been originally made herein. But if the same shall be necessary, both the said party of the first part, and such new trustee, or either of them, shall make, execute and deliver, all necessary conveyances, agreements, contracts, grants powers and authorities for that purpose.

Twelfth. The said parties of the second part, their survivor, or successor or successors in said trusts, shall be accountable only for reasonable diligence in the management thereof, and shall not be responsible for the acts of each other, to which they do not severally assent, nor for the acts or negligences of any agent or agents necessarily or properly employed by them, when such agent or agents are selected with proper and reasonable discretion, or with the approbation of the said party of the first part, but such trustees shall keep full and true books of account of all their operations of said road and of all their doings as such trustees, and the officers of the said railway company shall at all times have the right to inspect such books and all accounts kept by any such trustee or their agent or agents, or receivers, when in possession of said property, or any part thereof.

And the party of the first part hereby covenants and agrees to and with the parties of the second part, their and each of their survivors, successor and assigns as trustees as aforesaid, as follows, that is to say:

First. That it will pay all and singular the principal and interest of each and every of the bonds hereby provided to be secured at the time and in the manner herein and therein provided; and that it will give timely notice by publication in a leading newspaper published in the City of New York and one published in the city of Milwaukee, of the place of payment in said cities of its said coupons and bonds as they respectively mature.

Second. That it will pay all license fees, taxes and assessments of every nature which shall be lawfully imposed upon the said property and franchises hereby conveyed and upon every part or parcel thereof and the earnings and income thereof as the same shall become due and payable, and before same property or franchise or any parcel thereof shall become liable to sale or forfeiture by reason of such non-payment.

Third. That it will by construction, purchase, consolidation, or in other legal manner, acquire all such further and other grounds

and ways than it now has, as shall be and become necessary to construct and complete a continuous line or system of railways from Milwaukee northward to Lake Superior at Ontonagon, together with continuous franchises to operate the same under the laws of the States of Wisconsin and Michigan, and will construct and complete thereon such continuous railway, with all such branches to mines and forests, as its business shall require, and construct thereon suitable station houses, ware-houses, engine and car houses, shops, coal houses, and water tanks, engines and pumps, and suitably equip the same, so as to make it a first class railway, suitable to the wants and conditions of the country through which it passes.

Fourth. That it will so soon as its business shall require, construct suitable and convenient ore docks and wharves at such point upon Green Bay as will furnish proper facilities for shipping ores; and that it will so soon as its business will justify the outlay, construct and complete its railway into the City of Milwaukee, and provide there suitable station grounds and buildings, elevators and warehouses for the transaction of its business.

Fifth. That it will from time to time as it shall so acquire, construct and complete such new and other franchises and privileges, grounds, railways, extensions, branches, whatsoever and wheresoever situate and being, execute, acknowledge and deliver to the parties of the second part, their successor or successors in trust, and whoever shall, for the time being, be seized of the property hereby conveyed, good and sufficient deeds of trust, one or more supplemental to this deed so as to charge the property and franchises so acquired and constructed, wheresoever the same shall be, either in the State of Wisconsin and Michigan, or partly in the one state and partly in the other, with the payment of all and singular the principal and interest of the bonds issued and to be issued as aforesaid, equally with the property hereby charged, so that each and every bond issued, executed and delivered within the purview of this indenture shall be equally with every other bond secured upon the whole completed system of said first party's railway property.

Sixth. That it will from time to time, at any time or times hereafter, upon the reasonable demand of the parties of the second part or their successors, for the time being trustees under this mortgage, execute, acknowledge and deliver all such further and other reasonable deeds and conveyances and further instruments of assurance, one or more whatsoever, of all and singular the property and estate of every name nature and description hereby conveyed, or attempted to be conveyed, or undertaken, or promised to be conveyed, as will such as may be described and included herein as such, as such as may not inure to the benefit of the parties of the second part by virtue hereof for the use and benefit of the holders of such bonds, as their counsel, learned

in the law, shall devise for the better carrying out the true intent of these presents, the true intent whereof is to charge the payment of the principal and interest of each and every of the bonds herein before mentioned, equally upon the entire system of railways of the party of the first part, as well upon that now constructed and acquired as upon that which shall be hereafter constructed and acquired for the purpose of making or completing such system, as rapidly as the same shall be constructed and acquired, and as well upon all and singular the equipment, tools of every kind, the materials implements and supplies of every sort on hand and used and acquired for the operation of said railroad as upon the ways and real property of said company as one thing or parcel of property.

Seventh. That all and singular the foregoing property and franchises against all and every person or persons lawfully claiming, or to claim the whole or any part or parcel thereof free and clear of all incumbrances whatsoever, except the mortgage aforesaid to said Jesse Hoyt and Allen S. Apgar upon said first division of said parties railroad which mortgage is hereby confirmed, and which bonds, numbered 1 to 2155, secured by the mortgage, are intended to retire, it will forever warrant and defend.

And this Indenture hereby further witnesseth, that said parties of the second part hereby accept the aforesaid trusts, and covenant and agree to and with the said party of the first part, to execute the same upon the terms and conditions herein before mentioned and provided, and it is further mutually agreed that all and singular the aforesaid covenants of the respective parties shall bind their respective successors and assigns.

In Testimony whereof, the said party of the first part in pursuance of authority given by law and by resolution of its Board of Directors, has caused these presents to be sealed with its corporate seal and to be signed by Alfred M Hoyt, its president and George H Noyes, its secretary, and the said parties of the second part have hereunto subscribed their names and affixed their seals the day and year first above written

Signed sealed and delivered by the
Milwaukee and Northern Railroad
Company, by its president and
Secretary, in presence of as to Geo H
Noyes; E Mariner
W Geo. Thwaits
As to A M Hoyt
James W Jackson
Charles N Ettleton

Corp. Seal

Alfred M. Hoyt President

Geo H Noyes
Secretary

Signed sealed and delivered by
as trustees in presence of
As to J N Hoyt
Allen S Apgar
Jas W Jackson
Charles N Ettleton

James N Hoyt Trustee

Allen S Apgar Trustee

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on this seventh day of October in the year of our Lord one thousand eight hundred and eighty three before me Wm Geo Thwaits a Notary public for the State of Wisconsin, duly commissioned, and residing in said county of Milwaukee and duly authorized to administer oaths and take acknowledgment of deeds, personally came George H. Noyes, the Secretary of the Milwaukee and Northern Railroad Company of the State of Wisconsin, who is to me personally known to be one of the persons who executed the foregoing instrument, and being by me sworn, says on oath that the said Alfred M Hoyt is the president of said Company, and that the said Geo. H. Noyes is the Secretary of said Company; that he knows the corporate seal of said Company; that such seal was thereto affixed by order of the board of Directors of said company; that the said Georg H. Noyes signed his name thereto as Secretary by the order of said board of Directors; and he thereupon acknowledged the execution of the foregoing instrument as such Secretary and as the free act and deed of said Company, the party of the first part named herein, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal at Milwaukee the day and year above written.

Notary public.

Wm Geo. Thwaits
Notary public residing in the
City and County of Milwaukee
State of Wisconsin.

State of New York
City and County of New York } ss

Be it remembered that on the 16th A.D. 1883, before me Charles Nettleton a Commissioner in and for the State of New York, duly appointed and commissioned by the Governor of the State of Wisconsin, to take acknowledgment and proof of deeds and other instruments, in writing to be used or recorded in said State of Wisconsin, and by the Governor of the State of Michigan, to take acknowledgments and proof of deeds to be used and recorded in the State of Michigan, personally came Alfred Mc Hoyt, president of said company, Samuel N Hoyt and Allen S Apgar, trustees to me personally known, and known to me to be the persons who executed the foregoing instrument and named therein as such president of said Winona and Northern Railroad Company, and as such trustees, and each for himself acknowledged that he executed the same as such officer and trustee aforesaid, freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year above written.

Seal

Charles Nettleton
Commissioner for Wisconsin and Michigan in New York

Seal

State of Wisconsin
Department of State } ss

I, Ernst G Timme, Secretary of State, of the State of Wisconsin, do hereby certify that the foregoing instrument was received for record in this department on the 20th day of October A.D. 1883 at 9 o'clock A M. and duly recorded in Vol 6 of Railroad Mortgages on pages 256 to 270 inclusive.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, at the Capitol, in the city of Madison this 20th Day of October A.D. 1883.

Seal

Ernst G Timme
Secretary of State

B & J.

Resolved: that the Winona, Alma & Northern Railway Company extend its road from the original initial point in the State of Wisconsin, opposite the City of Winona Minnesota to a point on the South line of the State of Wisconsin at or near and into the City of Dunleith in the State of Illinois, with a branch or branches from any point of said line southeasterly and into the State of Illinois.

The length of which extension will be one hundred and seventy five miles & the same is intended to be made through the counties of Trempeleau, La Crosse, Vernon, Crawford and Grant in the State of Wisconsin: And the length of such branch being one hundred and twenty five miles and the same is intended to be made through the Counties of Richland Iowa La Fayette and Green Counties in the State of Wis:

Resolved: that the above resolution be entered in the record of the proceedings of said railway company, and that a copy of such record certified by the President and Secretary of said company, be filed and recorded in the Office of the Secretary of State as provided by law.

Dated this 15th day of October 1883 and signed by the directors of said Company

Signed

J. W. Traer Cedar Rapids Iowa
A Finkelnburg Fountain City Wis
Richard A Kempster Alma Wis
Chas W Tracy Oskaloosa Ia
J C Traer Vinton Ia

County of Buffalo
State of Wisconsin } ss: A. Finkelnburg J W Traer, Richard Kempster being duly sworn upon oath say each for himself, that they are Directors of the Winona, Alma and northern Railway Company; that the signatures to the above resolution are genuine; and that it is intended in good faith to construct and operate the railroad therein mentioned.

A. Finkelnburg
J W Traer
Richard Kempster

Subscribed and sworn to before me this 15th day of October 1883.

Seal

J W De Graff Clerk of the Circuit Court Buffalo Co Wis

State of Wisconsin
Buffalo County } Office of the Winona, Alma and Northern Railway Co.

We J W Traer President and Glenn W. Traer Secretary of the Winona Alma and Northern Railway Company, do hereby certify that we have carefully compared the foregoing Copy of

resolutions adopted by the board of Directors of said Company and now on file and of record in the Secretary's office, and that the same is a true and correct copy of said resolution and of the whole thereof.

Witness our hands this 15th day of October 1883

Glenn W Teaer
Secretary

J W Teaer
President.

J. & D.

Recorded 20 Oct. 1883.

Articles of Association
of the
Penokee and Gogebic Railroad Company.

The undersigned have associated, and hereby associate themselves to form a corporation for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property and hereby make the following articles of Association:

First. The name of the corporation is the Penokee and Gogebic Railroad Company.

Second. The places from and to which said railroad is to be constructed are as follows, viz:

From some convenient point on the Main line of the Wisconsin Central Railroad to be located, in the county of Ashland and State of Wisconsin, thence on the most feasible route to some convenient point to be located in said County of Ashland, on the Montreal River in the North Eastern boundary of said State of Wisconsin in or near Township forty six (46) North of Range Two (2) East.

Third. The length of said Railroad between the points above named is sixty (60) miles, more or less, as the same may be located and said road will be constructed wholly in Ashland County in the State of Wisconsin.

Fourth. The amount of the Capital Stock of said Corporation is Two Million dollars ($2,000,000.00). The number of shares of which said Capital Stock shall consist is Twenty Thousand (20,000) and each share shall be of the par value of One hundred dollars ($100) Twelve thousand (12000) shares of said Capital Stock, of the par value of Twelve hundred thousand dollars (1,200,000) shall be preferred and eight thousand (8000) shares of said capital Stock, of the par value of Eight hundred thousand dollars ($800000) shall be common.

Fifth. The names and residence of the Directors of said corporation, who shall manage its affairs for the first year and until others are chosen in their places are Joseph L. Colby, Howard Morris, Gavin Campbell, T. L. Kennan and Fred'k Abbott all of Milwaukee in the

State of Wisconsin.

In Testimony Whereof, the undersigned have each for himself hereunto subscribed his name, place of residence, and the number of shares of common stock he has agreed and does hereby agree to take in said corporation this 31st day of October A.D. Eighteen hundred and eighty three (1883)

Joseph L Colby Milwaukee Wis	Two shares
Howard Morris Milwaukee Wis	Two shares
Gavin Campbell Milwaukee Wis	Two shares
T. L. Kennan Milwaukee Wis	Two shares
Frederick Abbott Milwaukee Wis	Two shares.

State of Wisconsin
County of Milwaukee } ss

Frederick Abbott, Howard Morris Gavin Campbell, T. L. Kennan and Joseph L Colby being five of the directors of the Penokee and Gogebic Railroad Company above named, do hereby upon oath, depose and say that the signatures to the foregoing articles of Association of said company are genuine and that it is intended in good faith to construct, maintain and operate the railroad therein mentioned.

Frederick Abbott
Howard Morris
Gavin Campbell
T. L. Kennan
Joseph L Colby

Subscribed and sworn to before me this 31st Day of October A.D. Eighteen hundred and eighty three

T. L. Kennan
Notary Public
Milwaukee County
Wisconsin.

Recorded Nov 6. 1883. B. J.

This Indenture, made this first day of November in the year of our Lord one thousand eight hundred and eighty three, by and between the Wisconsin, Pittsville and Superior Railway Company, a corporation duly formed and organized under and by virtue of the laws of the State of Wisconsin, party of the first part, and Stephan Clement, of the City of Milwaukee and State of Wisconsin, party of the second part.

Whereas the said party of the first part is engaged in constructing a railway from a point on the line of the Chicago, Milwaukee and St Paul Railway, at or near Remington in the county of Wood and State of Wisconsin, in a northerly direction, by way Destreville to Pittsville, and thence northeasterly to Vesper, in said county and thence in a northeasterly direction, and also a branch of said road from a point at or near Pittsville, in a northerly direction, through the State of Wisconsin, which said railway is now completed from said Remington to Vesper, a distance of twenty miles.

And Whereas the said party of the first part, for the purpose of reimbursing itself in part for the cost of the construction of said railway already constructed, and also for the purpose of providing the necessary funds to complete the construction thereof and suitably equip the same, proposes to make execute and issue its negotiable bonds in the sum of one thousand dollars each, payable in United States Gold coin of the Standard of 1874 on the first day of January in the year of our Lord one thousand nine hundred and four, with interest at the rate of eight per centum per annum payable in like gold coin semi-annually on the first day of July and January in each year, at the rate of fifteen thousand dollars per mile for each mile of completed railway on which said bonds are secured, whether now built or hereafter to be built; which said bonds are to bear even date herewith, are to be numbered consecutively, and are to be of the like tenor and in the form following:

United States of America

Office

of the

Wisconsin, Pittsville and Superior Railway Company.

Milwaukee November 1st 1883.

$1000. No. ....

Know all men by these presents,

That the Wisconsin, Pittsville, and Superior Railway Company is indebted to the bearer in the sum of One thousand dollars lawful money of the United States of America which indebtedness it promises to pay in United States Gold coin of the Standard of 1874, on the first day of January A.D. 1904 at the Wisconsin Marine and Fire Insurance Co. Bank in the City of Milwaukee, with interest thereon from the first

day of January A.D. 1884, at the rate of eight per centum per annum, payable in like Gold coin semi-annually, on the 1st day of July and January in each year, at said bank in the city of Milwaukee, on presentation and surrender of the annexed coupons as they severally become due.

If the obligor, or its successors, shall make default in the payment of semi-annual interest on this bond for six months from the day it becomes due, then the whole principal hereof shall at the election of the trustee or trustees, as provided in the trust deed securing this bond, become due and payable, and may at once be enforced against this Company, or its successors.

This Bond is one of a series of bonds of the same tenor and date, the payment of which is secured by a mortgage deed of trust duly executed and delivered by the Wisconsin, Pittsville and Superior Railway Company, the obligor, to Stephen Clement of Milwaukee Wisconsin, bearing date November 1st 1883.

This bond shall pass by delivery, but shall not be valid until it shall have been authenticated by the Certificate endorsed hereon and duly signed by said trustee or his successor or successors.

In Witness Whereof the said Wisconsin, Pittsville and Superior Railway Company has caused its corporate seal to be hereto affixed, and the same to be attested by the Signatures of its President and Secretary, the 1st day of November in the year of our Lord one thousand eight hundred and eighty three.

Wisconsin Pittsville & Superior Railway Company

by ..... President

Attest ..... Secretary

(Coupon)

On the 1st day of ....., the Wisconsin, Pittsville & Superior Railway Company will pay to bearer $40. in gold coin of the United States, at its Office in Milwaukee, being six months interest due that day on its bond No. ....

Secretary.

Trustees Certificate

This is to certify that the within bond is included in a mortgage deed of trust executed by the Wisconsin, Pittsville and Superior Railway Company to Stephen Clement, as trustee, bearing date on the 1st day of November 1883, and that said trustee has caused said mortgage to be duly recorded

Trustee

company

January.

Now, Therefore, this Indenture Witnesseth, That the party of the first

This Indenture, made this first day of November in the year of our Lord one thousand eight hundred and eighty three, by and between the Wisconsin, Pittsville and Superior Railway Company, a corporation duly formed and organized under and by virtue of the laws of the State of Wisconsin, party of the first part, and Stephan Clement, of the City of Milwaukee and State of Wisconsin, party of the second part.

Whereas the said party of the first part is engaged in constructing a railway from a point on the line of the Chicago, Milwaukee and St Paul Railway, at or near Remington in the county of Wood and State of Wisconsin, in a northerly direction, by way Dexterville to Pittsville, and thence northeasterly to Vesper, in said county and thence in a northeasterly direction; and also a branch of said road from a point at or near Pittsville, in a northerly direction, through the State of Wisconsin, which said railway is now completed from said Remington to Vesper, a distance of twenty miles.

And Whereas the said party of the first part, for the purpose of reimbursing itself in part for the cost of the construction of said railway already constructed, and also for the purpose of providing the necessary funds to complete the construction thereof and suitably equip the same, proposes to make execute and issue its negotiable bonds in the sum of one thousand dollars each, payable in United States Gold coin of the Standard of 1874 on the first day of January in the year of our Lord one thousand nine hundred and four, with interest at the rate of eight per centum per annum payable in like gold coin semi-annually on the first day of July and January in each year, at the rate of fifteen thousand dollars per mile for each mile of completed railway on which said bonds are secured, whether now built or hereafter to be built; which said bonds are to bear even date herewith, are to be numbered consecutively, and are to be of the like tenor and in the form following:

United States of America

Office
of the
Wisconsin, Pittsville and Superior Railway Company.

Milwaukee November 1st 1883.

No. ...

$1000.

Know all men by these presents,

That the Wisconsin, Pittsville, and Superior Railway Company is indebted to the bearer in the sum of One thousand dollars lawful money of the United States of America which indebtedness it promises to pay in United States Gold coin of the Standard of 1874, on the first day of January A.D. 1904 at the Wisconsin Marine and Fire Insurance Co. Bank in the City of Milwaukee, with interest thereon from the first

day of January A.D. 1884, at the rate of eight per centum per annum, payable in like Gold coin semi-annually, on the 1st day of July and January in each year, at said bank in the city of Milwaukee, on presentation and surrender of the annexed coupons as they severally become due.

If the obligor, or its successors, shall make default in the payment of semi-annual interest on this bond for six months from the day it becomes due, then the whole principal hereof shall at the election of the trustee or trustees, as provided in the trust deed securing this bond, become due and payable, and may at once be enforced against this Company, or its successors.

This Bond is one of a series of bonds of the same tenor and date, the payment of which is secured by a mortgage deed of trust duely executed and delivered by the Wisconsin, Pittsville and Superior Railway Company, the obligor, to Stephen Clement of Milwaukee Wisconsin, bearing date November 1st 1883.

This bond shall pass by delivery, but shall not be valid until it shall have been authenticated by the Certificate endorsed hereon and duly signed by said trustee or his successor or successors.

In Witness Whereof the said Wisconsin, Pittsville and Superior Railway Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, the 1st day of November in the year of our Lord one thousand eight hundred and eighty three.

Wisconsin Pittsville & Superior Railway Company
by ..... President
Attest ..... Secretary

(Coupon)

On the 1st day of , the Wisconsin, Pittsville & Superior Railway Company will pay to bearer $40. in gold coin of the United States, at its Office in Milwaukee, being six months interest due that day on its bond No.

Secretary.

(Endorsement)

$1000 No. ...

Wisconsin, Pittsville & Superior Railway Company
First Mortgage Twenty Years
Eight per Cent Bond
Due January 1st 1904
Interest payable on the 1st day of July and January.

(Trustees Certificate)

Now, Therefore, this Indenture Witnesseth, That the party of the first

part in consideration of the premises, and of one dollar to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged and confessed, in order to secure the payment of the principal and interest of each and all of said bonds so to be issued as herein before recited and provided, and every part of the said principal and interest as the same shall become payable according to the tenor of the said bonds and the interest coupons attached thereto, and also the performance of all covenants and conditions of the said party of the first part in said bonds and in this indenture expressed, hath granted, bargained and sold, and by these presents does grant, bargain and sell, convey and transfer, unto the said Stephen Clement, party hereto of the second part, and his successors and assigns, all and singular the railway of the said party of the first part, with the roadbed, grade, rights of way, bridges, depot-grounds and fixtures described as follows: Commencing at a point on the line of the Chicago, Milwaukee and St Paul Railway, at or near Remington, in the county of Wood and State of Wisconsin, running thence in a northerly direction, by way of Dexterville, to Pittsville, thence northeasterly to Vesper, and thence in a northeasterly direction; and also the branch from a point at or near Pittsville in a northerly direction, through the State of Wisconsin as well the railway of the party of the first part on said lines now constructed as that hereafter to be constructed by said party of the first part on the lines described, including in the premises hereby conveyed all the railroads, railways, ways and rights of way, roadbed and grade, and all depot-grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences and other structures, and all depots, station-houses, engine-houses, wood-houses and other buildings, and all machine shops and other shops, and tools, machinery, wood, coal, oil, fuel and all other supplies, and also all other property, whatsoever, both real and personal, pertaining to said lines of railway, including all locomotives, tenders, passenger, baggage, freight and other cars, and all other rolling stock and equipments of every kind and description, now owned by the party of the first part, or which may hereafter be purchased or acquired by said party of the first part for the use and operation of said railway; together with all and singular the rights, privileges and corporate franchises connected with or relating to said railway, or to the construction, maintenance, use or operation of the same, whether now owned or constructed or hereafter to be acquired or constructed, with all and singular the tenements, hereditaments and appurtenances to the said premises belonging, and all the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim, possession and demand, whatsoever, as well in law as in equity, of the said party of the first part, which it now has or may hereafter acquire, of, in and to the same and every part thereof.

To Have and to hold, all and singular, the above described and granted property, premises and appurtenances, and every part thereof, unto the party of the second part, and to his successor or successors, to his and their only proper use and benefit and behoof, forever.

In Trust, Nevertheless, for the persons, firms and corporations to whom the bonds described in and secured by this indenture shall be issued and delivered, or who shall at any time hereafter become the owners and holders thereof, in the manner herein contemplated and provided, that is to say, upon the trusts, for the purposes, and with the powers and authority hereinafter set forth, to wit:

Article I. On the proper execution of these presents by the parties hereto, and the record thereof as required by law, the said party of the first part may issue, and the said trustee shall certify bonds numbered from one to three hundred, both inclusive, under this mortgage, being three hundred thousand dollars for that portion of the railway described herein already constructed and now in operation, from a point on the Chicago, Milwaukee and St Paul Railway, at or near Remington, in the county of Wood and State of Wisconsin, running thence in a northerly direction, by way of Dexterville, to Pittsville and thence northeasterly to Vesper, twenty miles, and when so certified such bonds shall be delivered to the party of the first part by said trustee.

Article II. Except as provided in Article I. no further bonds shall be issued under this mortgage or certified by said trustee until the said party of the first part shall have completed or purchased and put in operation an additional portion of the line of railway described in this Indenture, and shall have furnished to the trustee proofs of the completion or purchase thereof as herein provided and then only at the rate of fifteen thousand dollars per mile for each mile of railway so constructed or purchased, and said railway so constructed or purchased shall immediately, on the construction or purchase thereof, pass under and become subject to the lien of this mortgage.

The evidence to be furnished, to authorize the trustee to so certify and deliver said bonds, on the construction or purchase of any additional part of the line of railway hereby conveyed, shall be a statement of the party of the first part, under its corporate seal, with the certificate of the president and secretary attached thereto that such statement is true, and as often as such statement shall be filed showing the completion or purchase of any portion of the line of railway hereby conveyed by the party of the first part with said trustee, the said party of the first part may issue, and said trustee shall certify, bonds as secured by this mortgage, at the rate of fifteen thousand dollars per mile for each and every mile of railway so constructed or purchased; but the

on the Railway so constructed or purchased

total amount of bonds issued, shall never, in any case, exceed said rate of fifteen thousand dollars per mile of said railway

Article III. Until default shall be made in the payment of the principal and interest of the said bonds secured hereby, or of some of them, or until default shall be made in respect to any other matter herein required to be done or observed by the party of the first part, in pursuance of the covenants on its part herein and in said bonds contained, the party of the first part shall be permitted and allowed to hold, possess, manage, operate and enjoy the above mentioned railway with its equipment and appurtenances, and the other property and franchises hereinbefore described, and to take and use the rents profits, tolls issues and revenues thereof, and dispose of the same in any manner not inconsistent with the provisions of this indenture.

Article IV In case default shall be made in the payment of any interest on any of the aforesaid bonds, according to the tenor of the coupons thereto annexed, or in the payment of the principal of any of said bonds, and the continuance of such default for six months, or in case default shall be made in the observance or performance of any other matter or thing to be done or performed by the party of the first part, according to the covenants and conditions and requirements of said bonds and of these presents, and if such latter default shall continue for the period of six months after notice in writing to the party of the first part to observe or perform the duty or obligation required, the said trustee, or his successors in the said trust shall have the option, in his or their discretion, to pursue and exercise either of the following remedies viz:

First. It shall be lawful for the said trustee, or his successors in the said trust, personally, or by his or their attorneys or agents, to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof; and to have, hold, and use the same, operating by his or their superintendents, managers receivers or other agents, the said railway or railways and conducting the business thereof, and making from time to time all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to him or them to be judicious, and to collect and receive all tolls, freights, income, rents, issues and profits of the same and every part thereof, and after deducting the expenses of operating the said railways, and conducting the business thereof, and all repairs, replacements, alterations, additions and improvements and all payments which may be made for rents, taxes, assessments, and for all charges or liens prior to the lien of these presents of or upon the said premises or any part thereof, as well as just compensation for his or their own services, to apply the moneys arising as aforesaid to the payment of interest, in the order in which such interest shall have become, or shall thereafter become, due, ratably to the persons holding

the coupons evidencing the right to such interest; and after paying all interest which shall have become due, to apply the residue of the same to the purchase of bonds secured by this mortgage; or

Second. The said trustee, or his successors, shall be entitled to apply to any court of competent jurisdiction for the appointment of a receiver of all the said mortgaged property, and of all the rents, income, profits, tolls, issues and revenues of the said railway or railways, from whatever source derived; and thereupon it is hereby expressly covenanted and agreed that such court shall forthwith appoint a receiver of such mortgaged property, and of such rents, income, profits, tolls, issues and revenues, with the usual powers and duties of receivers in like cases; and that if such receiver be nominated and designated by the holders of a majority of the bonds which these presents are executed to secure, then that such appointment shall be made by the said court as a matter of strict right to the party of the second part and to the bondholders represented by him, and without reference to the adequacy or inadequacy of the value of the premises and property hereby mortgaged to fully secure the payment of the said bonds, or to the solvency or insolvency of the party of the first part to these presents; and such rents, incomes, profits, tolls, issues and revenues to be applied by such receiver according to law and the orders and practices of such court.

Article V. In case default shall be made and shall continue as aforesaid, it shall likewise be lawful for the said trustee or his successors, with or without actual entry, and acting either directly or by attorneys or agents, to sell and dispose of all and singular the premises hereby conveyed, or intended so to be, at public auction, in such place within the State of Wisconsin as the said trustee or trustees may designate, and at such time as he or they may appoint, having first given notice of the place and time of such sale by advertisement, published not less than three times a week for six weeks in one or more newspapers in the City of Milwaukee; and to adjourn such sale from time to time at discretion, and if so adjourning said sale, to make the same at the time and place of such adjournment, or to make sale thereof in any other manner authorized by law, and to make and deliver to the purchasers thereof good and sufficient deeds in the law for the conveyance of all the right and title of the party of the first part to the premises so sold; which sale, made as aforesaid, shall be a perpetual bar, both in law and in equity, against the party of the first part, and all persons lawfully claiming or to claim the said premises, or any part thereof, by, from, through or under it or them; and after deducting from the proceeds of such sale just allowances for all expenses of sale, including attorney's and counsel fees, and all other expenses, advances or liabilities which may have been made or incurred by the said trustees

or trustees in operating or maintaining the said railway, or in managing its business while in possession; and all payments which may have been made by him or them for taxes or assessments, and for charges and liens on the said premises, or any part thereof, prior to the lien of these presents, as well as reasonable compensation for his or their own services, to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at the time unpaid (whether or not the same shall have previously become due), and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if there shall remain any surplus after payment of all the said bonds hereby secured, or so intended to be, in full, both principal and interest, then to pay over and account for such surplus to the party of the first part.

And it is hereby declared that the receipts of the said trustee or trustees shall be a sufficient discharge to the purchasers of the premises for the purchase money; and that such purchasers, his or their heirs, executors or administrators, shall not, after payment thereof and having such receipts, be liable to see to its being applied upon or for the trusts and purposes of these presents, or be answerable in any manner for any loss, misapplication or non-application of such purchase money or any part thereof, or be obliged to inquire into the necessity expediency or authority of or for any such sale.

Article VI. In case default shall be made in the payment of any semi-annual interest on any of the aforesaid bonds at the time and in the manner expressed in the said bonds or in any coupon issued therewith, the said coupon having been presented, and payment thereof having been demanded, and if such default shall continue for the period of six months after said interest becomes due, then, and in any such case, the principal of all the bonds secured hereby shall, at the election of the trustee or trustees, as herein provided, become immediately due and payable, anything contained herein or in the said bonds to the contrary notwithstanding.

Article VII. The Trustee or trustees hereunder shall, at all times during the continuance of the trust hereby created, have full power and authority, at discretion, to release and convey to any party who may be designated in writing by the party of the first part, its successors or assigns, any portion of the lands, premises, rolling stock, machinery or other equipment herein before granted, which shall have been disused and become useless, or which, in the judgment of the said trustee, shall be unnecessary or unfit for use in connection with said railway, upon such terms as to the substitution or otherwise as the trustee may think required for the interest of the bondholders; and such trustee may consent, by deed or otherwise, to any changes in the location of any depot or other building, which in its judgment shall become expedient.

Provided always that any and all lands and premises, rolling stock, machinery or other equipment, which shall be acquired for permanent use, in substitution for any so released, shall pass and be covered by the present indenture and shall (if deemed necessary) be conveyed to such trustee upon the trust of these presents.

Article VIII. It is hereby declared and agreed, that it shall be the duty of the trustee, or his successors under this indenture, to exercise the power of entry, or the power of sale hereby granted, or both, or to take appropriate legal proceedings to enforce the rights of the bondholders under these presents, upon any default, and upon receiving the requisition in writing herein after specified, in the manner and subject to the qualifications herein provided, that is to say:

First. If the default be in the non payment of either the interest or principal of any of said bonds, such requisition upon the trustee or trustees shall be by the holders of not less than one tenth in amount of said bonds then outstanding; and upon such requisition, and a proper indemnification by the persons making the same to the trustee or trustees against the costs and expenses to be incurred in that behalf, it shall be the duty of the trustee or trustees to enforce the rights of the bondholders under these presents, either by the exercise of the powers granted herein, or by a suit or suits in equity or at law in aid of the execution of such powers, or otherwise, as such trustee or trustees shall deem most effectual for the enforcement of said rights; it being understood and hereby expressly declared that the rights of entry and sale hereinbefore granted are intended as accumulative remedies, additional to all other remedies allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive the said trustee or trustees, or the beneficiaries under this trust, of any legal or equitable remedy by judicial proceedings consistent with the provisions of these presents.

Second. If the default be the omission to comply with any of the provisions of these presents, other than the payment of the interest or principal of said bonds, then, and in any such case, the requisition shall be the same as aforesaid; but it shall be within the discretion of the trustee or trustees to either enforce or waive the rights of the bondholders by reason of such default, subject, however, to the power (hereby conferred) of the holders of the said bonds, acting by a majority in interest, to instruct the said trustee or trustees by requisitions in writing (which shall be imperative upon such trustee or trustees) either to waive such default or to enforce the rights of such bondholders by reason thereof; provided, that no action of the said trustee, or of the said bondholders, or of both, in waiving such default or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

Article IX. In case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage, under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the outstanding indebtedness or bonds secured by this mortgage shall, in writing, request the said trustee his successor or successors, to purchase the premises embraced herein, for the use and benefit of the holders of the outstanding indebtedness or bonds secured by this mortgage, the said trustee, his successor or successors, are fully authorized to make such purchase, and having so purchased said premises, the right and title thereto shall vest in said trustee his successor or successors, and no holders of said indebtedness or bonds shall have any claim to the premises or the proceeds thereof except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation, to be formed for the use and benefit of the holders of the indebtedness or bonds secured hereby, and the said trustee, or his successor or successors, may take such lawful measures as he or they may deem for the interest of the holders of said indebtedness or bonds, to organize a new company or corporation for their benefit. And said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding indebtedness or bonds secured by this mortgage shall, in writing, request or direct, and thereupon the premises so purchased shall be conveyed, by said trustees, to said new company or corporation.

Article X. The party of the first part doth hereby covenant, promise and agree to and with the party of the second part and his successors, that the party of the first part will well and truly pay the said bonds which these presents are executed to secure, and the interest due and to grow due thereon, according to the true tenor thereof; and also that the party of the first part will not at any time or in any manner take, apply for or avail itself of any injunction or stay of proceedings, or plead, use, interpose or take advantage of any extension law, stay law, valuation-law, redemption law, or any other law of the State of Wisconsin, now in force, or which may hereafter be in force in said State, and which in any way alter, affect, impair or impede the rights or remedies of the holders of said bonds, or of said party of the second part, or of his successors, as herein declared, or which shall affect or change the time, place, means, or mode of perfecting, enjoying or enforcing of any of such rights, interests or remedies, as the same are herein set forth.

Article XI. The party of the first part further covenants and agrees with the party of the second part and his successors, that the party of the first part will pay or cause to be paid all taxes, charges, or assessments imposed

or assessed, or which may hereafter be imposed or assessed, upon the premises, property and franchises covered by this indenture, and will at all times, at its proper cost and expense, do all things requisite or proper to be done in order to preserve or make effectual the lien and security hereby created or intended so to be.

Article XII. It is hereby understood and provided that the present or any future trustee under this indenture may resign and discharge himself or itself of the trusts created by these presents, by notice in writing to the party of the first part and to any other existing trustee or trustees, sixty days before such resignation shall take effect, or by such shorter notice as said party of the first part and such other trustee or trustees may accept as adequate, and upon due and proper accounting in respect to his or its trusteeship, and execution of the conveyances herein after required. Any vacancy in the office of any such trustee, occuring in any manner or at any time, may be filled by appointment of the party of the first part, concurred in by a majority of the bondholders, which appointment and concurrence shall be in writing and filed with the new trustee and the party of the first part; and thereupon the trustee or trustees so appointed shall become vested, in common with any surviving or continuing trustee, with all the powers and authorities granted to or conferred upon the party of the second part by these presents, and all the rights and interests requisite to enable him, it or them to execute the purposes of this trust, without any further assurance or conveyance; but the surviving or continuing trustee shall immediately execute all such conveyances and instruments as may be fit or expedient for the purpose of conveying and assuring the legal estate in the premises to the trustee so appointed, jointly with itself; and in like manner any trustee so resigning or removed shall immediately execute a deed or deeds of conveyance to vest all his right and interest in said trust property in such new trustee, jointly with any remaining trustee, and upon the trusts herein expressed; and, in case it shall at any time hereafter prove impracticable to fill any vacancy, which may have occured in said trust in manner as aforesaid, application on behalf of all the holders of the bonds secured hereby may be made by the surviving or continuing trustee, or, if the trust be wholly vacant, by holders of the said bonds to the aggregate amount of one hundred thousand dollars, to any court of competent jurisdiction, for the appointment of a new trustee or new trustees; and, upon such application, a majority in interest of the said bondholders shall be entitled to nominate the person or persons to be so appointed by such court, and who shall be appointed without giving other security than his or their acceptance of such trust. And it is further provided that in case of the appointment of two or more trustees under this indenture, the said new trustees shall not be in any manner responsible for any

default or misconduct of each other, and that the present and any new trustees shall be entitled to just compensation for all services which he, it or they may hereafter render in the said trust, to be paid by the party of the first part.

Article XIII None of the aforesaid mortgage bonds shall be valid except such as shall be authenticated by the certificate of the trustee or trustees en-dorsed thereon.

Article XIV. The said Stephen Clement, and his successor or successors in this trust, shall only be accountable for reasonable diligence in the manage-ment thereof, and shall not be responsible for the acts of any agent em-ployed by him when such agent shall be selected or employed in his discretion. The said trustee, or his successor or successors, shall receive from said Wisconsin Pettsville and Superior Railway Company for his services in the acceptance of this trust, and the signing and delivering of the bonds issued hereunder, the sum of one dollar for each one thousand dollar bond, payable from time to time, as the bonds are delivered by said trustee, which compensation shall be in full of all services to be rendered by said trustee under this mortgage, unless a default shall occur, which will make it necessary to take steps to foreclose. In that case said trustee, and his successor or successors, shall be en-titled to receive proper compensation for all other services performed in the discharge of this trust, in case he is compelled to take possession of said premises or any part thereof, or commence suit to foreclose this mortgage

Article XV. The said party of the first part, for itself, its successor or successors, hereby covenants to make, execute and deliver all such other and further instruments, deeds or indentures, as may be necessary to enable the person or persons so appointed to execute the trust hereby created, as fully and perfectly, in all respects, as he or they could have executed the same if originally a party to this indenture; also to execute and deliver any further and reasonable and necessary deed or deeds, conveyance or conveyances to said trustee, his suc-cessor or successors, for the more fully defining, designating and describing the location and extent of the several extensions of the railway herein conveyed, and for the more fully securing the payment of said indebtedness and bonds, particularly for the conveyance of any right, interest or property acquired by said company, or its successor or successors, subsequent to the date hereof, pertaining to the premises conveyed by this deed.

Provided always, and this grant and conveyance is upon the express con--dition, that upon the payment in full of said bonds, and the interest due thereon, and on exhibiting the said bonds cancelled to the said trustee, his successor or suc-cessors and transferring to the obligor, or its successor or successors, the bonds so exhibited, then the estate title and interest of the said trustee, his successor or successors, shall cease, determine and become void, and he or they shall, upon the

request of the said Wisconsin Pettsville & Superior Railway Company, or its successor or successors, duly execute and deliver the proper release or satisfaction of this mortgage, deed of trust.

Lastly, the party of the second part hereby accepts the trust herein vested, and covenants, for himself and his successors, faithfully to execute the same.

In Witness Whereof, the said party of the first part has caused its seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and the said party of the second part has hereto subscribed his name and affixed his seal this 1st day of November A.D. 1883.

In presence of
Phil Weborg
G.E. Weiss

Wisconsin Pettsville & Superior Railway Company
By
George Hiles President

seal

Attest C.O. Baker Secretary

In presence of
H & H Field
Phil Weborg.

Stephen Clement seal
Trustee

State of Wisconsin
County of Milwaukee } ss. Be it known, that on the fifteenth day of November A.D. 1883, before me, the undersigned, a Notary public, duly commissioned in and for said county, and duly authorized to administer oaths and take acknowledgments of deeds, came George Hiles President, and C.O. Baker, Secretary of the Wisconsin Pettsville and Superior Railway Company, who by me being duly sworn, did each depose and say: That they are respectively the President and the Secretary of the said company; that they know the seal of said com-pany, and that the seal affixed to the foregoing instrument is the corporate seal of said company, and was affixed by order of said com-pany, and that they signed their respective names thereto as President and Secretary by the like order; and they severally acknowledged the exe-cution thereof to be their free act and deed, and the free act of said Wisconsin, Pettsville & Superior Railway Company, for the purposes therein expressed.

And I certify that they are personally known to me to be the persons they are above decribed to be, and who executed this instrument.

In Witness Whereof, I have hereunto set my hand and affi-xed my notarial seal, on the day and year above named.

seal

G.E. Weiss Notary public Milwaukee County Wisconsin

State of Wisconsin }
County of Milwaukee } ss.

Be it remembered that on the 16th day of November A.D. 1883, before the undersigned, a Notary Public duly commissioned in and for said county, and duly authorized to administer oaths and take acknowledgment of deeds, came Stephen Clement, to me known to be the person who subscribed the foregoing instrument as trustee, and acknowledged the same to be his free act and deed.

H H Field
Notary Public
Milwaukee County
Wisconsin.

State of Wisconsin }
Office of the Secretary of State }

Received for record this 19th day of November 1883 at 9 o'clock A.M. and recorded in the books of Railway Mortgages on pages 274-286 inclusive.

Ernst G Timme
Secretary of State.

J & P.

Office of the Chicago St Paul, Minneapolis and Omaha Railway Company.

Chicago 28th November 1883.

Hon. H. M. Teller
Secretary of the Interior
Washington D.C.

Sir

I have the honor to state that the Chicago, St Paul, Minneapolis, and Omaha Railway Company has completed an additional Section of thirty eight & $\frac{38}{100}$ ($38\frac{38}{100}$) miles of its railway between the St Croix River or Lake and Bayfield.

The said Section begins at Engineers Station 1056. on the North East Quarter of the South East Quarter of Section Fourteen (14) in Township Forty Five (45) North, of Range Six (6) West, and continues to Station 1198 (at which point new station numbers were given, Station 0 being the same as station 1198), thence continuing to and ending at station 1884 +61. on Fourth Avenue, where said avenue intersects First Street in the village of Bayfield; said point of beginning being the end of the seventh twenty continuous mile section of the railway constructed by the said Chicago St Paul, Minneapolis and Omaha Railway Company and its predecessor the North Wisconsin Railway Company, between the St Croix River or Lake and Bayfield and being the eleventh section constructed by said Companies between the said St Croix River or Lake and the Westend of Lake Superior and Bayfield, to aid in the construction of which grants of land were made to the State of Wisconsin by Acts of Congress approved respectively June 3d 1856 and May 5th 1864. The said thirty eight & $\frac{38}{100}$ ($38\frac{38}{100}$) miles of railway have been completed and equipped in all respects in the manner required by said acts of Congress, approved respectively June 3d 1856, and May 5th 1864, as aforesaid granting lands to the State of Wisconsin to aid in the construction of railroads therein named.

I have the honor to be very respectfully
Your obedient servant
Marvin Hughitt
President of the Chicago, St Paul, Minneapolis & Omaha Railway Company.

State of Illinois }
District of Illinois } ss

Marvin Hughitt being first duly sworn on his oath says that he is the president of the Chicago St Paul Minneapolis and Omaha Railway Company, and as such President signed the foregoing Statement and that the said Statement is true of his own Knowledge

Marvin Hughitt

Subscribed and sworn to
before me this 28th day of
November A.D. 1883.
Thomas Drummond
Cirt Judge U.S.
Northern District of Illinois, ss.

I William H Bradley Clerk of the Circuit Court of the United States for the Northern District of Illinois do hereby certify that I am well acquainted with the handwriting of Thomas Drummond whose name is subscribed to the foregoing certificate and that the same is his genuine signature and that he was at the time of signing the same and is now Circuit Judge of the United States for said Northern District being a part of the Seventh Judicial Circuit duly appointed, qualified and commissioned and that, as such, full faith and credit are and of right ought to be given to all his official acts.

In Testimony Whereof, I have hereunto subscribed my name
seal and affixed the seal of said Court this 28th day of November
A.D. 1883.

Wm H Bradley clerk.

I, Jeremiah M Rusk, Governor of the State of Wisconsin do hereby certify that the Chicago St Paul, Minneapolis and Omaha Railway Company has completed an additional Section of Thirty eight & 38/100 ($38\frac{38}{100}$) Miles of its railway as described in the foregoing Statement and that the same has been completed, and equipped in the manner required by the acts of Congress granting lands to the State of Wisconsin to aid in the construction of certain railroads, in said State, approved respectively June 3d 1856 and May 5th 1864.

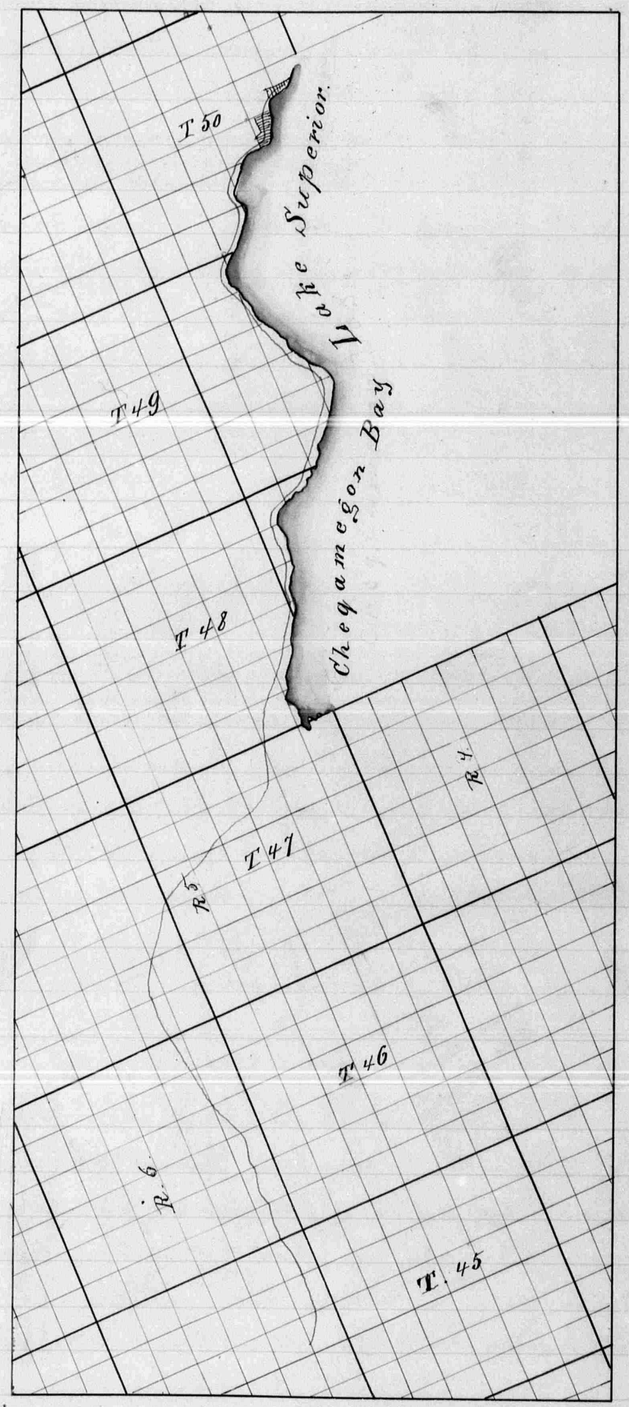
In Testimony whereof I have hereunto set my hand and
Seal caused the Great Seal of the State of Wisconsin to be affixed. Done at the city of Madison this third day of December
A.D. 1883.

J M Rusk

By the Governor
Ernst G. Timme
Secretary of State

Recorded 3d December 1883.

Map of the 8th Section
of the
Chicago, St Paul, Minneapolis and Omaha Railway. between the River or Lake St. Croix and Bayfield
(Said Section being $38\frac{38}{100}$ miles in length



State of Minnesota County of Ramsey } ss.

Charles W. Johnson of the City of St Paul, in the County of Ramsey, State of Minnesota being duly sworn deposes and says, that he is the Chief Engineer of the Chicago St Paul Minneapolis and Omaha Railway Company, on its railway from Station 1056 on the North East Quarter of the South East Quarter of section 14 town Thirty forty five (45) North, of Range Six (6) West (being the end of the seventh twenty continuous mile section of said railway constructed by said Company and its predecessor the North Wisconsin Railway Company between the St Croix River or Lake toward Bayfield, heretofore completed and certified) to Station 1198 at which point, new station numbers were given. Station No 0 being equal to Station 1198 there continuing to and ending at station 1884 + 61. on Park Avenue in the village of Bayfield where said Avenue intersects first Street in said Village, all in the County of Bayfield being a Section of 38 $\frac{39}{100}$ consecutive miles as shown by the maps of route in connection with the lines of public surveys on this map, that it has been completed and equipped as required by law, and that this line of route shows the correct location of the line of said railroad.

Charles W. Johnson Chief Engineer

Subscribed and sworn by me
this 30th of November A.D. 1883.
A.W. Tearse
Notary Public
Ramsey Co Minnesota

It is hereby certified that Charles W. Johnson is the Chief Engineer of the Chicago St Paul Minneapolis and Omaha Railway Company and that the location of the road as represented on this Maps is correct and approved by the Company and that the said portion of the said road has been completed and equipped as required by Law.

Marvin Hughitt President

Corp. Seal

Attest
C.W. Porter Secretary

State of Wisconsin
Executive Mansion } ss.

I, Jeremiah M Rusk, Governor of the State of Wisconsin do hereby certify that this plat or maps of the Chicago St Paul Minneapolis and Omaha Railway Company has been duly filed in my office by the said Chicago St Paul Minneapolis and Omaha Railway Company and shows that portion of said Railway commencing at Engineer Station 1056 on the North East Quarter of the South East Quarter of Section fourteen (14) in township forty five (45) North, of Range (6) (six), that (said station being at the end of the eighth twenty continuous mile section of said railway, certified by me on the twentieth day of July 1882) and continuing to Engineer Station 1198 at which point new station numbers were given, station 0 being the same as station 1198 there continuing to and ending at station 1884 + 61. on Park Avenue in the Village of Bayfield, where said Avenue intersects first Street all in the County of Bayfield and being in length 38 $\frac{38}{100}$ miles, that said Section of 38 $\frac{38}{100}$ miles above mentioned and shown upon said Map has been completed and equipped as required by the Acts of Congress approved respectively June 3d 1856 and May fifth 1864 making Grants of land to the State of Wisconsin to aid in the construction of certain railways therein named, and the Act of the Legislative Assembly of the State of Wisconsin approved March 4th 1874 entitled "An Act to confer certain lands upon the North Wisconsin Railway Company and the Chicago and Northern Pacific Air Line Railway Company and execute the trusts assumed by the State of Wisconsin by its acceptance of the Grants of land made by Congress by acts approved June 3d 1856 and May 5th 1864.

Great Seal

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State of Wisconsin. Done at Madison this third day of December A.D. 1883.

J M Rusk

By the Governor
Ernst G Timme
Secretary of State.

Recorded December 3d 1883. R. & J.

Articles of Organization.
of
The Wisconsin Improvement Syndicate.

In conformity with provisions of Section 1820. Chapter 87 of the Revised Statutes of Wisconsin of the year 1878, we, the undersigned George B. Ripley, Samuel Marsh, Stephen B. Kenrick, David M. Kelly, and Teacy F. Bingham do hereby organize ourselves, and all persons who may become stockholders therein, into a body politic and corporate for the purpose of constructing maintaining and operating a Railroad within the State of Wisconsin for public use in the conveyance of persons and property — the said Railroad to be entitled and known as "The Wisconsin Peninsula Railroad"; and we do hereby form the said Corporation by making the following Articles of Organization, that is to say.

Article I.

The name of the said Corporation shall be "The Wisconsin Improvement Syndicate."

Article II

The said Railroad is to be constructed from the City of Green Bay in the County of Brown, in a Northerly Direction to the Northern Boundary of the Town of Liberty Grove in the County of Door, and from the said City of Green Bay, in a Southerly Direction to the City of Fond du Lac, in the County of Fond du Lac.

Article III.

The length of the Main Line of the said Railroad is to be about one —

hundred and fifty miles, and it is intended to be made through the Counties of Brown, Kewaunee, Door, Manitowoc, Calumet, Sheboygan and Fond-du-Lac.

Article IV.

The amount of the Capitol Stock of the said Corporation is three hundred thousand dollars, and is to consist of three thousand shares of one hundred dollars each.

Article V

The names and residences of the Directors of the Corporation who shall manage its affairs for the first year, and until others are chosen in their places are as follows:

George B. Ripley, of Staten Island, New York; Samuel Marsh, of New York City, New York; Stephen B. Kenrick, of Fort Madison Iowa, and David M. Kelly and Tracy F. Bingham of Green-Bay Wisconsin.

In Witness Whereof we have hereunto subscribed our names, places of residence and the number of shares which each of us agree to take in the said Corporation.

Names	Places of Residence	Number of Shares
George B. Ripley	Staten Island N.Y.	Seven hundred fifty (750)
Samuel Marsh	New York N.Y.	Seven hundred (700)
Stephen B Kenrick	Fort Madison Iowa	Five hundred (500)
David M Kelly	Green-Bay Wis	One thousand (1000)
Tracy F Bingham	Green-Bay Wis	Fifty (50)

Dated Green-Bay, Wisconsin this first day of October 1883.

State of New York
City and County of New York } ss.

George B. Ripley of Staten Island in the State of New York and Samuel Marsh of the City of New York and David M. Kelly of Green-Bay in the State of Wisconsin being duly and severally sworn, each for himself deposes and says, that the signatures to the annexed articles of Organization of "The Wisconsin Improvement Syndicate," are genuine signatures and that it is intended in good faith to construct the Railroad therein mentioned.

George B. Ripley
Samuel Marsh
David M. Kelly

Subscribed in my presence and sworn to before me this 24th day of November A.D. 1883. Witness my hand and Seal

William H. Clarkson
Commissioner for the State of Wisconsin in New York

Amendment to Articles of Organization of the Wisconsin Peninsula R.R. Co.

The undersigned President and Secretary of the Wisconsin Peninsula Railroad Company do hereby certify that a meeting of the Board of Directors of said Company duly called and held at Parners Hotel in the City of Green Bay, Brown County, Wisconsin, on the second day of January 1884 the following Resolution was unanimously adopted by said Board of Directors and duly entered in the Record of its proceedings, viz:

"Resolved by the Board of Directors of The Wisconsin Peninsula Railroad Company that said Company extend, and the said Company is hereby authorized and empowered to extend, its Railroad, from the City of Green-Bay, in Brown County, Wisconsin, through the County of Manitowoc, Calumet and Sheboygan, to the City of Fond-du-Lac, in the County of Fond-du-Lac in said State of Wisconsin.

And we do further certify that we have compared the foregoing copy of said Resolution with the original record thereof in the Record Book of the proceedings of said Board of Directors and that the same is a true and correct copy thereof.

Given under our hands at the City of Green-Bay in said County of Brown this second day of January A.D. 1884

Henry Strong
President of the Wisconsin
Peninsula Railroad Company.
T. F. Bingham
Secretary of said Company

This Indenture, made this 31st day of December, one thousand eight hundred and eighty three, by and between the Fond-du-Lac, Amboy, and Peoria Railway Company, a corporation duly formed and organized under and by virtue of the laws of the State of Wisconsin, party of the first part, and the Chicago Milwaukee and St Paul Railway Company, a corporation duly formed and organized under and by virtue of the laws of said State, party of the second part.

Whereas the board of directors of this Company did, on the 5th day of January A.D. 1884. pass a resolution in the words and figures following, to wit:

"Whereas all the stockholders of this Company are present at and are participating in this meeting; and

Whereas it is to the interest of this Company that its line of road should be owned and controlled by the Chicago, Milwaukee and St Paul Railway Company, and all of the Stockholders of this Company have consented to such transfer; therefore

Resolved that the President be and he is hereby authorized to execute a deed of conveyance of all and singular, the railroad, right of way, depot-grounds, road-bed, track, fixtures, real-estate, and property, including all rolling stock, of this Company, to said Chicago, Milwaukee, & St Paul Railway Company, and to cause the seal of the Company to be thereto affixed, attested by the Secretary of the Company, and to deliver said deed when so executed to the Chicago, Milwaukee and St Paul Railway Company.

Now Therefore, This Indenture Witnesseth, That for and in consideration of the premises and of one dollar to said party of the first part in hand paid by the said party of the second part, and other good and valuable considerations to said party moving, said party of the first part has granted, bargained and sold, and by these presents, does grant, bargain, sell, convey and transfer unto the said Chicago, Milwaukee & St Paul Railway Company, party hereto of the second part, and its successors and assigns, all and singular the railway heretofore known as the "Fond-du-Lac, Amboy and Peoria Railway its right of way, depot-grounds, road-bed, track, fixtures, real estate and property of every kind and description, including all rolling stock of this Company, extending from Moore and Galloway's mill in the City of Fond du Lac in the County of Fond-du-Lac, to Iron Ridge in the County of Dodge a distance of about twenty eight and one half miles, including in the premises hereby conveyed all the railroads, railways, ways and rights of way road bed and grade and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences, and other structures, and all depots, station houses, engine-houses, wood houses and other buildings, and all machine shops and other shops, and all the tools and machinery, wood, coal, oil, fuel, and other supplies

belonging to said company, and also all other property and choses in action whatsoever, both real and personal, of every kind and description, and all its rights, privileges and franchises connected with or relating to said railway or to the construction maintenance, use or operation of the same.

To Have And To Hold the said railway with the equipments, appurtenances and property, rights and franchises hereinbefore described, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, and its successors and assigns.

In witness whereof the said Fond-du-Lac, Amboy & Peoria Railway Company has caused this Indenture to be executed in its corporate name by its president and attested by its Secretary, and has caused its corporate seal to be hereunto affixed

In Presence of
H. H. Field
W. F. Walf.

Fond du Lac Amboy & Peoria Railway Company
By A. Kinyon President
Attest F. M. Myers. Secretary

Seal.

State of Wisconsin
Milwaukee County ss

Be it Known that on the 5th day of January, in the year of our Lord one thousand eight hundred and eighty four, before me the undersigned notary public, duly commissioned in and for the said county and duly authorized to administer oaths and take acknowledgments of deeds, came Alonzo Kinyon, president and Peter M. Myers Secretary of the Fond du Lac, Amboy & Peoria Railway Company, who by me being duly sworn did each depose and say that they are respectively president and secretary of said company and that they the seal of said company, and that the seal affixed to the foregoing instrument is the corporate seal of said company and was affixed by order of said company, and that they signed their respective names thereto as president and secretary by the like order, and they severally acknowledged the execution thereof to be their free act and deed and the free act and deed of said Fond du Lac, Amboy & Peoria Railway Company; and I certify that they are personally known to me to be the persons they are above described to be, and who executed this instrument; and I further certify that the foregoing instrument was executed according to the forms of law required by the State of Wisconsin.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year above named.

H H Field
Notary Public
Milwaukee County
Wisconsin.

Seal.

Recorded 18/1.84.

B. C. J.

Know all men by these presents

That we the undersigned have associated and hereby do associate ourselves together for the purpose of forming a corporation (for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property) and to that end do hereby adopt agree to and declare the following:

Articles of Association.

Article First: The name of said corporation shall be, "Superior Short Line Railway Company".

Article Second: The said proposed railway shall commence at a point of junction with the railway of the Chicago St Paul, Minneapolis and Omaha Railway Company, in the Northwest Quarter of the Northwest Quarter of section four Town forty eight Range thirteen, and shall extend to a point on the Saint Louis Bay in the south west quarter of section ten Town forty nine Range fourteen, said points of commencement and ending being in the county of Douglas and State of Wisconsin.

Article Third. The length of said railroad will be about six (6) miles and the whole thereof will be situate in the County of Douglas and State of Wisconsin.

Article Fourth. The capital stock of said corporation shall be Two hundred and fifty thousand dollars. ($250,000) and the same shall consist of twenty five hundred shares (2500) of the par or face value of one hundred dollars ($100) each, and all of the said stock shall be common stock.

Article Fifth. E. W. Winter of St. Paul Minnesota, C W Porter of Hudson, Wisconsin, John C Spooner of Hudson Wisconsin, Wm H Phipps of Hudson Wisconsin and Chas. A. Cross of Hudson Wisconsin shall be directors of the said corporation, who shall manage its affairs for the first year and until others are chosen in their places.

In Witness whereof we have hereunto set our hands this 4th Day of February A.D. 1884. and we do each hereby agree to subscribe for and take the number of shares of the Capital Stock of said corporation set opposite to our respective names hereunder.

John C Spooner	Hudson Wis	1 share
F. D. Harding	Hudson Wis	1 share
C L Hall	Hudson Wis	1 share
C. W. Porter	Hudson Wis	1 share
Chas A Cross	Hudson Wis	1 share
Wm H. Phipps	Hudson Wis	1 share

State of Wisconsin
St Croix County } ss.

John C Spooner, C W. Porter, and Chas A Cross being by me first duly sworn, each upon his oath says, that he is one of the directors named in the foregoing Articles of Association, that the signatures to the said Articles are genuine, and that it is intended in good faith to construct maintain and operate the said Railroad therein mentioned

Subscribed and sworn to before me this 4th day of February A.D. 1884

Cyrus L Hall
Notary Public
St Croix Co Wis

John C Spooner
C W. Porter
Chas A Cross.

J. L. B Recorded Feb 6. 1884

Contract.

This Agreement, made and entered into this Twelfth day of January 1884, by and between Burnham, Parry, Williams & Co. proprietors of the Baldwin Locomotive Works of the City of Philadelphia, party of the first part (hereinafter called the Lessors) and the St Paul Eastern Grand Trunk Railway Co. party of the second part, — (hereinafter called the Lessees)

Witnesseth, That the Lessors this day loan to the Lessees one Locomotive manufactured by the Lessors and described as follows: Having the Baldwin Locomotive Works, class designation 4/26 & 15 — and the Lessees number #2. with the privilege of using the same at their (said Lessees) own risk, upon their Railroad, and upon such other lines of Railroad as are leased or controled by them, for the term of twenty four months from the date hereof, at the expiration of which time the Lessees will return the same to the Lessors, at their works in the City of Philadelphia, in its present good order and condition, without deterioration through wear & tear, and without expense for non delivery because of unavoidable accidents, unless purchased by the Lessees from the Lessors within the time and in the manner hereinafter specified,

It is agreed that the value of said Locomotive is Eighty eight hundred and thirty three 76/100 ($8833.76) and that if it be in any way lost or destroyed prior to actual redelivery to Lessors, said value with interest from date of this contract, less two thirds of the rent that may have been herein stipulated for use of said Locomotive, shall, notwithstanding anything herein contained become immediately due and payable, and shall be paid by the Lessees to the Lessors; and in case said Locomotive shall be returned to, or be reclaimed by the Lessors under the provisions of this contract, in a damaged condition, the amount of any damage so done shall be paid by the Lessees to the Lessors; which said damage shall be conclusively determined, without right of appeal, by the written finding of all, or a majority of, three arbitrators residencing in the City of Philadelphia, to be appointed, one by each of the parties of the first and second part, and the third by the two first chosen, if, within five days after notice to the party of the second part to name an arbitrator, one be not named to them, the party of the first part may forthwith name the three, who shall act with like effect as if they had been mutually chosen.

It is further agreed, that the Lessees will not use, nor allow the

said Locomotive to be used other than is herein permitted, nor remove, nor allow the same to be removed from the Railroad whereon the same may so lawfully be used, without the written consent of the Lessors first had and obtained.

The marks on both sides of said Locomotive and Tender, "Burnham, Parry, Williams & Co., lessors and owners" shall be permitted to remain at all times legible and distinct.

It is further agreed, that the Lessors may, at any time, if they shall so elect effect Insurance or Insurances, in their own names, on said Locomotive, for an amount not greater than the valuation above agreed upon, and that the Lessees shall, before being intitled to demand the delivery of any bill of sale to them under the option herein after given them, reimburse said Lessors for any such outlays with interest

The Lessees agree to pay to the Lessors, the following sums as rent for said Locomotive:-

On the Twelfth day of January 1874,	$ 1,000.	—
Three Months after	979	22
Six " "	979	22
Nine " "	979	22
Twelve " "	979	22
Fifteen " "	979	22
Eighteen " "	979	22
Twenty one " "	979	22
Twenty four " "	979	22
	$ 8833	76/100

making in all the sum of Eight thousand eight hundred and thirty three 76/100 dollars, for which amount, in instalments as above promissory notes have been given by the Lessees to the Lessors,

It is further agreed, that time shall be of the essence of this Contract and shall not be relievable against in equity or at law.

It is further agreed, that if, at any time, the Lessees shall make any default in the performance of any of their undertakings herein to entered into, or shall fail to pay said rent as it matures or having paid said rent, shall fail within the time limited above to purchase and pay for said Locomotive, then said Lessors may, at their option without demand first made, repossess themselves of said Locomotive, and hold the same discharged from any further liability hereunder, and from Lessees' option to purchase, and shall be entitled to hold and retain all rent therefore paid to them, and to recover forthwith from the Lessees rent at the rent aforesaid upto the time of such repossession, together with the damages to be ascertained by arbitration as above in case of injury to said Locomotive, and with damages in addition, for breach of agreement which last damages shall be ascertained and liquidated by charging

the Lessees with rent as above from the date of such repossession to the end of this term, as if the same was actual due and payable and by allowing them a credit, less expenses, of two thirds of the actual value at the time, of the Locomotive thus repossessed,

After the Lessees shall have faithfully all the stipulations of this contract, in manner and form as herein provided without default and shall have reimbursed all outlays, as aforesaid for insurance; then it is agreed that the Lessors may at their option at any time within one month after the time of maturity as above of the last instalment of rent, purchase said Locomotive at the price of one dollar; and upon the payment of said sum to them, the Lessors shall thereupon by bill of sale, convey said Locomotive to said Lessees.

Nothing herein contained and no action hereunder, shall divest the title of the Lessors to said Locomotive, until the sums above enumerated and the purchase money with insurance premiums above named shall have been fully paid by Lessees, and until a bill of sale thereof shall have been delivered, and until after such payment and delivery the said Locomotive shall remain the property of the Lessors, and no right whatever thereto shall pass to the Lessees excepting that of using the same in strict compliance with the terms of this contract,

It is agreed that the Lessors may vest in an assignee or assignees all the rights and privileges hereby reserved to them

Executed in duplicate, the day and year above written

Burnham, Parry, Williams & Co.

St Paul Eastern Grand Trunk Ry Co.

By Thad C Pound, Prest.

Witnesses

William C. Stroud

J. P. Massey

W. H. Young

John P Mitchell

witnesses for the St P. E. G. T. Ry Co.

Before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, this twenty third of January A.D. 1874 personally appeared John St Conrose, who is a member of the firm of Burnham, Parry, Williams & Co. and who certified that the foregoing signature of Burnham Parry Williams & Co is the proper signature of the firm, that said firm duly acknowledge the foregoing contract of lease and desire that the same might be recorded as its acts and deed in accordance with law.

Witness my hand and notarial seal the day and year aforesaid

J. P. Massey
Notary Public.

Notary Public Seal

(0022)

State Wisconsin }
Co. of Oconto } ss

On this second day of February A.D. 1884 before me, the subscriber a Notary Public in and for said County duly commissioned qualified, sworn and acting as such appeared the Corporation signer & sealer of the foregoing instrument of writing this day produced to me, to wit, the St Paul Eastern Grand Trunk Railway Company a corporation of the State of Wisconsin through it's Secretary W. H. Young, with whom I am personally acquainted who appeared in person, and who is personally known to me to be the Secretary of the Corporation that is described in and that executed the foregoing instrument of writing and I having first made known to him the contents thereof the said W. H. Young acknowledged to me that such Corporation executed the same for the consideration, uses and purposes therein mentioned and that the same was his free and voluntary act and deed and the free and voluntary act and deed of said St Paul Eastern Grand Trunk Railway Co. And the said W. H. Young being duly sworn did depose and say that he is Secretary of said corporation in the foregoing instrument of writing named, and that Shad b Pound is is President thereof; that the seal affixed to the foregoing instrument of writing is the common or corporate seal of said corporation, and that the same was so affixed and the said instrument was delivered by Shad C. Pound President of the said Corporation, on the day it bears date as and for the act and deed of the said corporation; that the act of sealing executing and delivering said instrument of writing was duly authorized by resolution of it's Board of Directors, passed the day of A.D. , that the names of the said Shad b Pound President and of the said deponent thereunto subscribed in attestation of the due execution and delivery thereof, are in their proper and respective hand writing; that he saw the said Shad b Pound as such President, sign the said instrument of writing and heard him declare that he signed, sealed, and delivered the same as the voluntary act and deed of the said Corporation by their order and that deponent signed his name thereto at the same time as a subscribing witness

Witness W. H. Young
Signature of Secretary

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid

Wm R Smith
Notary Public
Oconto Co Wis

Seal

Recorded February 25th 1884.

Articles of Association
of the
St Croix and Chippewa Falls Railroad Company.

The undersigned have associated, and do hereby associate themselves to form a corporation for the purpose of Constructing, maintaining and operating a railroad for public use in the Conveyance of persons and property, and hereby make the following articles of association.

First. The name of the Corporation is the St Croix and Chippewa Falls Railroad Company.

Second. The places from and to which said railroad is to be constructed are as follows, namely: from some convenient point in or near the City of Chippewa Falls on Chippewa River, in the County of Chippewa, and State of Wisconsin; to be hereafter located by the Corporation, thence on the most feasible route, to some convenient point, hereafter to be located by the Corporation, on the western boundary line of the State of Wisconsin, in the County of St. Croix.

Third. The length of said railroad is about eighty (80) miles, and the name of each county, through or into which it is intended to be made, is as follows, to wit: Chippewa Dunn and St Croix.

Fourth. The amount of Capital Stock of said Corporation is One Million Six hundred thousand ($1.600.000) Dollars; and the number of shares of which it shall consist is sixteen thousand (16000) and each share shall be of the par value of one hundred ($100) dollars and three fifths (3/5) of said Capital Stock, namely, nine thousand six hundred (9600) shares of the par value of Nine hundred and sixty thousand ($960,000) Dollars shall be preferred, and two fifths (2/5) of said Capital Stock, namely, six thousand four hundred (6400) shares of the par value of six hundred and forty thousand ($640.000) Dollars shall be common.

Fifth. The names and residence of the Directors of said Corporation, who shall manage its affairs for the first year, and until others are chosen in their places are Willard Merrill, W. J. Fitch, Joseph L. Colby, Frederick Abbott and Howard Morris. all residing in the city and county of Milwaukee and State of Wisconsin

In Testimony Whereof the undersigned have each for himself, hereunto subscribed his name, place of residence, and the number of shares he has agreed and does hereby agree to take in said Corporation, this fourteenth day of March A.D. Eighteen hundred and eighty four. (1884)

Willard Merrill Milwaukee Wis.	Two shares
William J Fitch Milwaukee Wis	Two shares
Joseph L Colby Milwaukee Wis.	Two shares
Frederick Abbott Milwaukee Wis	Two shares
Howard Morris Milwaukee Wis	Two shares

State of Wisconsin
County of Milwaukee } ss. Joseph L. Colby, Frederick Abbott and Howard Morris, being three of the Directors above named upon oath doth each for himself depose and say, that the signatures to the above and foregoing articles of association of the St Croix and Chippewa Falls Railroad Company are genuine, and that it is intended in good faith, to construct, maintain and operate the railroad therein named.

Subscribed & Sworn to before me this
14th day of March A.D. 1884.
R. K. Kennan
Notary Public
Milwaukee Co. Wis.

Joseph L Colby
Frederick Abbott
Howard Morris.

Recorded 15th March 1884 J. & B.

Resolved; That a Branch Railroad be constructed, maintained and operated by this Company, the route of which said Branch road is hereby located and designated as follows, viz:

Beginning at a point upon the main line of the Railroad of this Company in the County of Richland in the State of Wisconsin and near the Wisconsin River, thence running Eastwardly and Northwardly through and into the Counties of Richland, Sauk and Columbia in said State a distance of fifty Miles to a point in or near the City of Portage in said County of Columbia

We, W. O. Wright President and M. H. Wilcoxon Secretary of the Chicago Freeport and St. Paul Railroad Company do hereby certify that the within is a true copy of the records of a resolution of the board of directors of said Company which resolution was duly adopted by said board of directors and entered in the record of its proceedings on the 18th day of March A.D. 1884

In witness whereof we have hereunto set our hands and affixed the Corporate Common seal of said Company this 18th day of March A.D. 1884.

seal

W. O. Wright President

Attest
M H Wilcoxon
Secretary

Received this 19th day of March A.D 1884
and Recorded 20 day of March A.D 1884
in Vol 6 of R R M. on page 302

This Indenture made this eighteenth day of February 1884. by and between Samuel N Hoyt of the City of Brooklyn and Allen S. Apgar of the City of New York of the first part and the Milwaukee and Northern Railroad Company a corporation under the laws of Wisconsin of the second part.

Whereas the party of the second part executed to the parties of the first part a certain trust deed of its railway, equipment and franchise which bore date October first 1883. and was recorded in volume 6 of Railroad Mortgages pages 256 to 270 in the Office of the Secretary of State of the State of Wisconsin on the 20th day of October 1883.

And Whereas said company party of the second part has never executed or delivered to the parties of the first part any of the bonds secured or to be secured by said trust deed and desires to have said trust deed released.

Now therefore this indenture witnesseth, that the parties of the first part do release the said trust deed and do hereby grant, bargain and sell, assign and set over unto the said party of the second part all and singular the property estate and effects conveyed by the said trust deed and therein mentioned and described with all and singular its appurtenances to have and to hold the same to the said party of the second part its successors and assigns forever.

In Testimony Whereof we have hereunto set our hands and affixed our seals the day and year above written.

Signed sealed and delivered
In presence of
Charles Nettleton
Chas L Beaman.

Samuel N. Hoyt seal

Allen S. Apgar seal

State of New York
City and County of New York } ss. On this 22d day of March A.D. 1884 before me Charles Nettleton a Commissioner of Deeds for the State of Michigan, personally appeared the within named Samuel N. Hoyt and Allen S. Apgar known to me to be the persons described in and who executed the foregoing Instrument and acknowledged the same to be their free act and deed.

In witness whereof I have hereunto set my hand and affixed my Official Seal this 22d day of March A.D. 1884.

Michigan seal

Charles Nettleton
Commissioner for Michigan in New York
115 & 117 Broadway N. Y. City

State of New York
City and County of New York } ss. Be it remembered that on this 22d day of March A.D. 1884 before me Charles Nettleton a Commissioner in and for said State appointed by the Governor of the State of Wisconsin, residing in the City of New York, appeared Samuel N. Hoyt and Allen S. Apgar known to me to be the

persons described in and who executed the foregoing Instrument and they acknowledged the same to be their free act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my Official Seal this 22d day of March A.D. 1884

Wisconsin Seal

Charles Kellogg

Commissioner for Wisconsin in New York

115 & 117 Broadway N.Y. City.

Recorded March 30. 1884

This Indenture, Made this eleventh day of February A.D. 1884 by and between the Milwaukee and Northern Railroad Company, which is a corporation organized under the General Laws of the State of Wisconsin, of the first part, and Samuel N Hoyt of the City of Brooklyn, New York, and Allen S Apgar, of the City of New York, in the State of New York, Trustees of the second part.

Whereas, The Milwaukee & Northern Railroad Company has heretofore purchased the Railway and franchises of the Wisconsin & Michigan Railroad Company, extending from Fork Howard to the Menominee River, with a branch from Menominee, Michigan, through Marinette, Wisconsin, connecting with the Main line at Ellis Junction, and has agreed with said Company to acquire a franchise to construct and operate a continuous line of railroad from the city of Milwaukee to the village of Ontonagon, upon Lake Superior, by purchase of the franchises of the Ontonagon and Brule River Railroad, the Republic Branch & Iron River Railroad Companies, or by consolidation with said Companies, and has further agreed to and with the Wisconsin and Michigan Railroad Company to pay for its Railway and franchises so purchased as aforesaid, in bonds of said party of the first part, secured by a mortgage of a continuous line of railway, with sufficient franchises to operate and maintain the same from the City of Milwaukee, in the State of Wisconsin, to the village of Ontonagon in the State of Michigan, which Mortgage should equally secure an issue of bonds in the sum of one thousand dollars each, to be used for the following purposes, that is to say:

First. Bonds to the amount of two millions one hundred and fifty five thousand dollars, to be numbered consecutively 1 to 2155, inclusive which shall be used by the trustees in said Mortgage in taking up a like amount of mortgage bonds of said party of the first part now outstanding bearing date June 10th 1880, and secured by a mortgage upon the first division of said first party's railway, recorded in Vol five of Railway Mortgages in the Office of the Secretary of State of the State of Wisconsin, pages 149 to 158.

Second. Bonds to the further amount of five hundred thousand dollars numbered consecutively 2156 to 2655, inclusive, to be used for the purpose of extending said first party's railroad from Schwartzburgh into the City of Milwaukee and for acquiring

and improving depot grounds in that city and for those purposes only.

Third. Bonds to the amount of two hundred thousand dollars, to be numbered consecutively 2656 to 2855 inclusive, to be used for the construction of ore docks and wharves, and for that purpose only.

Fourth. Bonds to the further amount of seventeen thousand dollars per mile for each mile of its entire system of railroads from Schwartzburgh north, main line and branches, deducting therefrom said amount of two millions one hundred and fifty five thousand dollars above provided to retire its present issue of bonds.

And Whereas, Said party of the first part did, by resolution of its board of directors passed February 11th 1884 resolve to issue six per cent coupon bonds for the sum of one thousand dollars each, at the rate of seventeen thousand dollars per mile for each mile of main line and branches of its railway north of Schwartzburgh to Samuel N. Hoyt and Allen S Apgar, trustees, parties of the second part, of which the amount of two millions one hundred and fifty five thousand dollars, represented by bonds numbered consecutively from 1 to 2155 inclusive, should be issued to the trustees of this trust, to be by them used to take up the bonds of said first party now outstanding, secured by its mortgage to Jesse Hoyt and Allen S. Apgar, recorded in the Office of the Secretary of State of the State of Wisconsin in Vol five of Railroad Mortgages, pages 149 to 158, which mortgage is hereby confirmed and subject to which this trust deed is executed and delivered, either by direct exchange or by sale and purchase or partly in one way and partly in the other, and that it would hereafter, whenever its circumstances should justify it, make a further issue of five hundred thousand dollars of like bonds, to be numbered consecutively 2156 to 2655 inclusive, to be used toward the extension of its railway from Schwartzburgh into the city of Milwaukee, for acquiring depot grounds there, and improving the same and for no other purpose, and that it would make a further issue of two hundred thousand dollars of bonds numbered consecutively 2656 to 2855 inclusive, to be used to construct ore docks and wharves and for no other purpose, and the remainder thereof, numbered consecutively, beginning with 2856, should be certified by said trustees to said party of the first part as fast as its railroad should be completed, and the completion certified to said trustees by the president and chief engineer of said party of the first part; the gross amount of said bonds to be issued not to exceed in all eight millions of dollars, and that all of said bonds should be equally secured by a trust deed in a usual form, of its entire system of railway and branches constructed and to be constructed, which should embrace a continuous line from Milwaukee to Ontonagon, with branches to Neenah, Appleton and Menominee and such other branches to towns, mines and forests, not exceeding four hundred and thirty miles in all, as the business of said road should require, its grounds, buildings, docks, wharves, equipments, tools and appurtenances, franchises, rights powers and privileges now owned or hereafter to be acquired by a full and complete description thereof with covenants to extend and complete said line of road, and with proper reservations as to change of route and re-location.

Which bonds, with their coupons and trustees certificate of authentication, should be in form following. That is to say:

United States of America

No. $1000. $1000. No.

Know all men by these presents, that the Milwaukee and Northern Railroad Company, which is a corporation organized under the laws of the State of Wisconsin, is justly indebted unto Samuel N. Hoyt and Allen S. Apgar, in the sum of one thousand dollars lawful money of the United States of America, which sum the said company promises to pay to the bearer hereof, or, in case of registration, to the registered holder hereof, on the first day of June A.D. 1913. with interest at the rate of six per cent. per annum, payable semi-annually on the first days of June and December of each year, on the presentation and surrender of the annexed coupons as they severally become due and payable, at such place in the City of New York as said company may from time to time designate. This bond, if registered shall be transferred only upon the books of the Company by the registered holder in person, or by his attorney, duly authorized which transfer shall be minuted hereon by the Agent of the Company, unless the last transfer shall be to bearer, and shall be subject at any time to re-registration and transfer to bearer at the option of the lawful holder hereof. This bond is one of a series of bonds of like date, tenor and effect, issued at the rate of seventeen thousand dollars per mile of constructed road, the payment of which is equally secured by the trust deed duly recorded in the Office of the Secretary of State of the State of Wisconsin, to Samuel N Hoyt and Allen S. Apgar, trustees, of all of said company's franchises, railway equipment, docks and wharves, grounds appurtenances, which is a first lien, except upon the first division from Schwartzburgh to Green Bay, Neenah and Appleton, as to which it is subject to a prior mortgage to secure $2,155,000, six per cent bonds, the retiring of which is provided by said trust deed.

This bond will be valid only when authenticated by the certificate of the trustees named in said trust deed endorsed hereon.

In Testimony Whereof, the said Company has caused this bond to be sealed with its corporate seal, subscribed with its name by its President and attested by its Secretary, this eleventh day of February, 1884. and the coupons annexed to be attested by the signature of its Secretary printed thereon.

The Milwaukee & Northern Railroad Company

Corporate Seal by Alfred M. Hoyt.

President.

George H Noyes.

Secretary

Form of Coupon $30.

The Milwaukee and Northern Railroad Company will pay to the bearer in Lawful money of the United States, thirty dollars on the first day of 18....

in the City of New York, being six months interest upon its bond No. ....

Geo. H. Noyes Secretary.

Trustee's Authentication

We hereby certify that the within bond is one of the bonds mentioned in and secured by the within described trust deed to us, which trust deed has been duly recorded.

Samuel N Hoyt

Allen S Apgar } Trustees.

And by the same Resolution resolve to execute such trust deed and require the president and secretary to execute, acknowledge and deliver said bonds and said trust deed as before provided.

Now Therefore, This Indenture witnesseth that the said party of the first part, for the purpose of equally securing the payment of the principal and interest of the said several bonds as the same shall mature, according to the tenor and effect thereof, in consideration of the premises and of the sum of one dollar to it in hand paid, the receipt whereof is duly confessed and acknowledged, hath granted, bargained and sold, and by these presents doth hereby grant, bargain and sell, convey and confirm unto the parties of the second part upon the trust herein expressed, and to their and each of their survivor or survivors, and their, successor or successors in this trust, in fee for ever, all and singular, the following described railway property, to wit:

All and singular its system of railways, constructed and to be constructed, extending from the City of Milwaukee, in the State of Wisconsin to Ontonagon, in the State of Michigan, or however else the same shall hereafter be extended by construction, purchase or consolidation or otherwise; all and singular the branches thereof to Neenah, Appleton, Marinette and Menominee and all and singular such other branches as shall hereafter be constructed, extended or in any manner acquired; all and singular its sidings, grounds, real estate of every nature, ways and rights of way, warehouses, shops and buildings, bridges, tracks and superstructures of every description, its ore docks and wharves, and all and singular the furniture, tools, engines, pumps, rails, frogs and switches, apparatus and appliances of every sort in use or purchased to be used in and about the Operation of said railway, its shops, warehouses and Station houses, and each and every thereof; all and singular the easements, rights and privileges appurtenant thereto, for the more convenient operation of said railway; all and singular the rolling stock and other equipment of said road of every sort and the tools and furniture in use thereabout; all and singular the rights, powers, privileges and franchises of every sort of said company, that it now has or may hereafter acquire, wheresoever said property shall be situated and wheresoever or howsoever acquired; all and singular its materials and supplies of every sort purchased for the construction, operation or repair of its railway; all and singular the earnings, income and profits of said company; all and singular the contracts, bargains, agreements and writings of every description it has made or shall make, touching the property, business, construction and repair of said railway property, which would or might be beneficial to the parties of the second part, for the purposes of said trust, as well those it may now have, as those

it shall at any time acquire, and which shall be in existence at the time of any default under this mortgage; all and singular its title deeds, grants, bargains and agreements, writings of every sort; records, drawings, plans, maps, plats, designs, memoranda, and accounts, which would be useful in obtaining or defending possession, or in operating, maintaining or repairing said railway and other of the property hereinbefore enumerated.

To have and to hold all the railway property, appurtenances, privileges and franchises above described unto the said parties of the second part, their successors in the trust and their assigns, in fee forever, upon the terms and conditions herein set forth, in Trust, nevertheless to secure to the holders of each and every of the several bonds and coupons hereinbefore mentioned, equal payment thereof without preference, and to return the said property or the residue thereof, or the proceeds thereof after the payment of said bonds and coupons to the party of the first part, its successors and assigns and upon the further terms and conditions hereinafter contained, that is to say:

First. The actual possession, use, management and control of all the estate, property, rights, franchises and interests hereby granted, which shall be granted agreeably to or by reason of any of the covenants hereof, shall be and remain in and with the said party of the first part as long as it shall pay the interest and principal of the bonds hereby secured, and shall pay as they shall respectively become due and payable, and before any forfeiture shall accrue for the non-payment thereof, all liens & fees, taxes, assessments, and charges which shall be lawfully imposed upon said railway property, franchises and equipment.

Second. Only eight millions of dollars in bonds shall be issued and certified under this trust deed and none of the bonds to be secured by this mortgage shall become obligatory upon said party of the first part until the same shall be authenticated by the certificate of the trustees, endorsed thereon in manner aforesaid.

Third. Two Thousand one hundred and fifty five of the bonds hereby secured being those numbered from one to two thousand one hundred and fifty five inclusive, shall, when issued, be issued to the trustees for the time being of this trust for the sole purpose of taking up and refunding the present first mortgage bonds of said party of the first part, which shall be done by the trustees, either by direct exchange or by sale of the bonds issued under this trust deed, and purchase of the bonds now outstanding or partly in one way and partly in the other, at such time and in such manner as said first party shall request. The bonds so taken up shall, when and as fast as taken up by the party of the second part, have plainly written or printed across their face this legend, which shall be subscribed by said trustees: This bond has been taken up by the subscribers who are the trustees in the trust deed between the Milwaukee & Northern Railroad Company and Samuel A Hoyt and Allen S. Apgar, trustees, bearing date February eleventh. 1884 and is held according to the provisions of said deed, and is no longer negotiable. Thereafter said bonds shall cease to be valid, except that in case the trustees are unable to take up the whole issue of the bonds now outstanding, and the mortgage securing them

shall be foreclosed, they shall have for the trustees for the time being of this trust, for the use and benefit of the holders of the bonds hereby secured, the same right, value, force and effect in such foreclosure proceedings, deducting payments made upon the bonds exchanged therefore, as if they had been purchased in the open market and not taken up under the provisions of this deed. When all of said bonds shall be taken up, the same shall be cancelled by mutilating them, and they shall afterwards be returned to the party of the first part, which shall give a receipt therefor to the trustees for the time being under this deed.

Fourth. Two hundred bonds, numbered 2156 to 2655 inclusive, shall be certified to said company by said trustees for the time being whenever said party of the first part shall have expended the sum of two hundred and fifty thousand dollars in and about the building of its road into the city of Milwaukee from Schwartzburg, and in acquiring right of way and depot grounds, and those facts shall have been certified to said trustees for the time being under this mortgage, by the president and chief Engineer of the company.

Fifth. Two hundred bonds to be numbered consecutively 2656 to 2855 inclusive, shall be certified by said trustees to said Company, to be used for the construction of ore docks whenever it shall be certified to them by the President and Chief Engineer of said party of the first part that it has expended one hundred thousand dollars in the construction of the ore docks herein described.

Sixth. The remainder of said issue of bonds to be numbered consecutively 2856 and on shall be certified by said trustees to said party of the first part at the rate of seventeen thousand dollars per mile of completed road, main line and branches, as fast as the said railroad and branches shall be completed and the completion thereof certified to said trustees by the president and chief engineer of said party of the first part.

Seventh. The party of the first part and the trustees for the time being under this trust deed, shall have the power to sell or exchange any real property conveyed by this trust deed or any supplemental deed securing said bonds not required for the operation of the road, provided that such trustees shall be of opinion that it is to the best interest of the parties of the first part hereto and the holders of said bonds, that said real estate be sold, but the proceeds of such sale or exchange shall be paid over to such trustees, or shall be so invested or conveyed, as to become subject to the lien of this indenture, until which time such property shall not be discharged from the lien of this deed. The party of the first part may sell worn out and disused equipment and material of every sort, conveyed by this deed free from the lien hereof provided it invest the proceeds in other material for such railway and equipment and bring the same under this deed.

Eight. In case of default in payment of any part of said interest on any day the same becomes due and payable, and of such default continuing

for a period of six months, then the principal of said bonds as are then outstanding and interest thereon to that time, shall, at the option of said parties of the second part, their survivor or successor or successors, in trust, be deemed to become and shall be due and payable at once, and the said party of the first part, its successors or assigns, shall and will, on demand made by said parties of the second part, their survivor or successor or successors or assigns, trustee or trustees, for the time being, under this deed or their agent or agents, duly authorized in writing, transfer and deliver in due form to them or their agents or agent so authorized, the actual possession of all the herein granted and conveyed property and premises, rights and franchises herein recited and mentioned, as intended to be embraced in this trust, who are hereby lawfully authorized at once to enter upon said premises and each and every parcel thereof, and to proceed and operate the same, and the expense of taking, holding and managing said premises and property, including a reasonable compensation to said trustees, their counsel, agents and servants for their services, shall be paid from the income, and if necessary from the proceeds of the sale of said premises, property and franchises, by such trustees as aforesaid for the time being, and in such case the said parties of the second part, their survivor or successors in said trust, or assigns, shall and may themselves or by their agents and officers, take and receive, collect and have the income and profits of said railway and property, first applying the same to the payment and discharge of all current necessary expenses of operation, improvement, alteration and repair, including the compensation to trustees and their counsel and expenses hereinbefore mentioned, and all taxes, licenses, insurance and other proper charges on said property or its earnings and next to the payment of all sums of money, due and payable upon the aforesaid bonds issued by the said party of the first part, and hereby secured according to the tenor thereof, ratably with the amount due thereon.

Ninth. The said parties of the second part, their survivor or survivors, successor or successors in said trust, their attorneys or assigns, the said default still continuing and having continued for six months, upon the request in writing or upon a resolution of the holders of a majority in amount of the bonds hereby secured and then outstanding unpaid, shall proceed to sell and dispose of, or cause to be sold or disposed of, all the estate, premises property, rights, franchises and interest hereby conveyed or hereby intended or covenanted to be conveyed, together with all benefit and equity of redemption of said party of the first part therein, as one parcel, at public auction, in the City of Milwaukee, to the highest bidder, having previously given public notice of the time place and terms of said sale, and of the specific property to be sold, by publishing the same in a News paper of good circulation in the last named city, and wherever else the trustees may deem expedient, or the law may require, for a period of at least three months previous to such sale, and for such further

period, if any, as the law may require, and upon such sale in their own names, and as attorneys in fact of said party of the first part, for that purpose by these presents, duly constituted and appointed, in its name and stead, to make, execute, and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law of the same, granting and assuring to said purchaser or purchasers all the premises herein described and hereby conveyed and all the estate, right, property and interest, which the said party of the first part hath therein at the date of these presents or shall have acquired at any time subsequently thereto; and also a good and sufficient assignment of all of said personal property, choses in action, contracts, leases, papers, writings, designs, maps and plats; and out of the moneys arising from the sale to retain the cost and charges of such advertisements, and of the said sale of the premises, and all such sum and sums of money as said trustees, their survivor, or survivors, successor or successors, in said trust may have properly paid by reason of taking upon themselves and executing said trust, including the expense of taking possession, operating, repairing, altering and improving said premises, and a reasonable amount for their own, their agents and attorneys services, and for professional advice, in effecting and consummating said possession, operation and sale, and in the performance of all their duties in and about, or growing out of said trust, or the execution thereof, and also the principal and interest which shall then remain due and unpaid on said bonds so issued, remaining and outstanding and hereby secured as aforesaid, which shall be paid ratably to the holders thereof, and then to restore the residue and remainder of the proceeds of sale, if any, to the said party of the first part; such sale, when fully consummated, shall be a perpetual bar both in law and equity against said party of the first part and all persons claiming or to claim the premises or any part thereof, or any interest therein, by, through or under the said party of the first part, subsequently to the date of these presents.

Tenth. Upon any sale of said premises made under this deed either by the trustees, or in judicial proceedings, it shall be the duty of said trustees to bid in the same premises for the use and benefit of the holders of all of the bonds secured hereby, and then outstanding in proportion to their holding of said bonds unless the premises shall bring the full amount chargable against said premises in favor of said parties of the second part for services, costs, expenses and advances as well as the amount due upon said bonds for principal and interest.

Eleventh. The powers to declare the principal sum of said bonds presently due and payable, in case of default of interest, to take possession of the mortgaged premises, and to operate the same in case of default, to sell the same or to pursue legal remedies to enforce the payment of such bonds, shall not be exercised by such trustees, except upon the resolution of the holders of a majority of the bonds hereby secured and then outstanding,

Twelfth. Whenever default in the payment of interest upon said bonds shall continue for six months, or whenever any vacancy shall occure in the office of trustee or a question arises as to the execution of this trust as to which the trustees, for the time being, desire to take the advice of the bond holders, they shall have power to call, and upon the request of the holders of two millions of dollars of said bonds, (which request may be in one writing or several) it shall be the duties of said trustees to call a meeting of such bond holders at the proper cost of the parties making such request, to be held either in the City of New York or in the city of Milwaukee, which meeting shall be called by publishing a notice thereof, giving the time and place of holding such meeting, at least three days, in one leading daily newspaper published in the city of New York and one like newspaper published in Milwaukee, the first publication to be made twenty days before the day fixed for such meeting. If the trustees shall decline to call such meeting, or in case both trustees shall have died or resigned or become disqualified, the holders of one million dollars of said bonds may call such meeting giving a like notice.

At every such meeting each bond holder or his proxy shall be entitled to cast one vote for each bond held by him. Any bond holder may challenge any vote offered at any such meeting, upon such challenge the right to vote may be shown by the production of the bonds, or if registered, by the certificate of the register of the Company of the holding of registered bonds; in case bonds are pledged or deposited for any purpose, the holding may be proved by the affidavit of the owner and the party having the actual custody of the bonds.

If both such trustees are present at any such meeting the voters present shall choose one of them to be Chairman of the meeting, if he shall decline, then the other shall serve as chairman, if both shall decline the voters shall chose one their number chairman; if but one trustee shall be present he shall be chairman, if he declines or if neither of the trustees is present, the voters shall chose one of their number chairman. The voters shall also choose a Secretary who shall keep a full record of the number of the bonds voting and of the proceedings of the meeting. The Chairman and Secretary shall immediately after such meeting deliver a certified copy of such record to the said party of the first part and from and after such delivery the said record or copies thereof, duly certified by the Chairman and Secretary shall be evidence of the proceedings of such meeting.

A majority of all the bonds secured hereby and at the time outstanding, as shown by the record of said trustees of their certification, shall constitute a quorum at such meeting. An affirmative vote of at least forty per cent of the amount of such bonds so outstanding shall be required to pass a resolution in such meeting, and the action of such meeting shall bind all bond holders, those absent as well as those present. Such meetings shall have power, upon default of payment of interest by the party of the first part, to determine as herein before provided that the principal sum of

said bonds shall became presently due and payable; to direct the trustees to take possession of said premises whenever the terms of this indenture shall be so broken as to warrant such action; to direct said trustees to proceed to sell said road under the power of sale herein contained, or to institute legal proceedings for any breach of this indenture, and generally do all such acts and things touching or concerning the subject matters of this deed, as all the bond holders could do by the joint action of all; save that they may not forgive any part of the bonded debt without payment.

A majority of sixty-five per cent, of all the bonds hereby secured and out standing shall have power to condone any default, and at any time before a sale of said premises, to require any proceedings whatsoever taken by said trustees or in the courts, to be rescinded, discontinued and held for naught, and in case possession of the premises shall have been taken from said company, to cause the same to be returned upon such terms and conditions as said meeting shall impose, but no action of said meeting or said parties of the second part condoning any default or suspending any proceedings by the trustees or in the courts shall be a waiver of the right to insist upon any subsequent default, or to take any or all of the remedies herein provided to be taken for default as often as default shall be made upon any of the covenants of this deed.

Thirteen. If the trustees shall have bid in the said premises at any sale for the benefit of the bond holders, it shall be their duty at once to take proper steps to reorganize such corporation under the statutes, and thereunto to call a meeting of the bond holders as herein provided, and every such meeting shall have power to determine the plan of reorganization and in what manner and by what securities the interests of the bond holders shall be preserved, evidenced and distributed; whether by stock, prefered stock or bonds or partly in one and partly in the other, provided, that each bond holder under this deed shall ratably with the amount of his bond share with his fellows whatsoever securities shall be executed upon such reorganization, and in whatever advantages shall arise out of such purchase of said premises by said trustees.

In case the said trustees shall not have realized from the income of said Company or from any other source sufficient money to defray their costs and charges of such sale and reorganization with such sums as they shall be entitled to receive for their disbursements and all liabilities incurred in and about their execution of this trust and for compensation of their own, their agents and attorneys services in that behalf, then and in that case, such meeting shall assess a sum sufficient to discharge deficiency of such disbursements, liabilities and compensation which sum shall be assessed by a uniform per centage upon all such bond holders ratably with the amount of their holding, and shall be a lien

upon such new securities, and the same shall not be delivered to the parties otherwise entitled thereto until such assessment shall be paid.

Fourteenth. In case the party of the first part shall discover a more desirable route for its railway beyond the Peshtigo River than that herein covenanted to be constructed, either wholly in Wisconsin, or partly in Wisconsin and partly in Michigan, or shall determine for any cause to abandon any part or parcel of its said line of railway, either by reason of difficulty of construction or less cost of operation or by greater promise of business or other cause, which, in the judgment of said party of the first part, makes it to the interest of the party of the first part to adopt a different route for that part of the road not now being constructed, and different franchises for the construction and operation of such part, either in Wisconsin or Michigan, it shall be at liberty to make such changes in its route or present plan for routes, and in its franchises, as in the judgment of said party of the first part shall be for its interest, and such changes shall not be deemed breaches of this indenture, provided that the general plan of making a complete system of railways from Milwaukee north shall be followed and carried out, and all of said new routes and franchises shall be, by proper supplemental deeds, subjected to the payment of said bonds and coupons in manner herein provided, and that no more bonds than seventeen thousand dollars per mile of completed road shall be issued, and that no bonds shall be certified by the trustees on account of any work done on such changed route, until the franchise and right of way for the new route shall be subjected to the conditions of this deed by proper supplemental deed, nor until that part of the railway for which such bonds shall be certified shall have been completed and its completion certified to the trustees as herein provided.

Fifteenth. Any trustee under this deed may resign by handing his resignation in writing to the bondholders in any meeting thereof, and by conveying his interest in said premises to his successor or his fellow trustee, or by notice in writing to his fellow trustee, if there be one, and to the said party of the first part, three months before said resignation shall take effect and by conveying said premises to his co-trustee, if there be one, and if not to such trustee as shall be appointed his successor, but his duties as trustee, beyond making a conveyance of the trust property to his successor, shall cease at the expiration of the said three months after the giving of such notice. In case of any vacancy in the said trusteeships by the death, or resignation or removal of said trustees or either, or in case said trustees or either become incapacitated to act from any cause, or in case of absence of said trustees, or either of them, from the United States for more than six months, the said party of the first part and the surviving or remaining trustee if there be one, shall by deed select and appoint a new trustee to fill the vacancy so occurring

and in case of disagreement between said company and such remaining trustee, or of omission on their part or of either of them for the period of three months after such vacancy occurs, or the right to appoint and select such new trustee accrues, the Supreme Court of said State of Wisconsin or any of the judges thereof, or the Circuit Court of Milwaukee County, upon petition of the holders of at least twenty per centum of the amount of bond hereby secured and then outstanding, may, upon twenty days notice of the application published in a daily newspaper of good circulation, published in the City of Milwaukee, and notice to said company, served upon its President, Secretary, General Solicitor, or a director thereof, by order appoint a new trustee or trustees to fill such vacancy, or remove such trustee so absent, or incapacitated and appoint a successor, and such proceedings may be had, and removals and appointments made, as often as the like occasion may require the appointment of a trustee to execute the trusts herein declared, and when so appointed, such new trustee shall thereupon become vested for the purposes of the said trust with all the estate, rights, interests, powers, property and control, hereby conveyed or granted to or vested in the said Samuel N Hoyt or Allen S. Apger, parties of the second part by these presents or any supplemental deed, without any further or other assurance, grant or conveyance of the same as fully and effectually as if such appointment had been originally made herein. But the out going trustee, or either of them, if required by said order, shall make, execute and deliver to such new trustee a proper conveyance of his estate in said premises. At any meeting called expressly for that purpose the holders of a majority of the bonds hereby secured may remove any trustee and appoint his successor and thereupon such trustee so removed, shall convey his interest in said premises to the successor so appointed.

Sixteenth. The said parties of the second part, their survivor, or successor or successors in said trusts shall receive reasonable compensation from said party of the first part for all their services, shall be accountable only for reasonable diligence in the management of such trusts, and shall not be responsible for the acts of each other, to which they do not severally assent, nor for the acts or negligences of any agent or agents necessarily or properly employed by them, when such agent or agents are selected with proper and reasonable diligence or with the approbation of the said party of the first part. Such trustee shall keep a full and true register of all bonds certified by them hereunder and full and true books of account of all their operations of said road and of all their doings as such trustee, and shall hand such register and books over to their successors in the trust. The officers of the said railway company shall at all times have the right to inspect such register and all books and accounts kept by any such trustee, or their agent or agents, or receivers, when in possession of said property, or any part thereof.

Seventeenth. Whenever said party of the first part shall have paid all and singular the principal and interest of said bonds, and all and singular the compensation due to said trustees and all moneys disbursed by them in excess of their receipts under this deed, then and in that case the above granted premises, shall without any other act by the trustees revert to said party of the first part, its successors and assigns, but the said trustees for the time being, shall upon the request of said party of the first part its successors and assigns, execute, acknowledge and deliver to them a good and sufficient release of said premises.

And the party of the first part hereby covenants and agrees to and with the parties of the second part, their and each of their survivors, successors and assigns as trustees as aforesaid, as follows, that is to say;

First. That it will pay all and singular the principal and interest of each and every of the bonds hereby provided to be issued and secured at the time and in the manner herein and therein provided; and that it will give timely notice by publication in a leading newspaper published in the City of New York and one published in the City of Milwaukee, of the place of payment in said Cities of its said coupons and bonds as they respectively mature.

Second. That it will pay all license fees, taxes and assessments of every nature which shall be lawfully imposed upon the said property and franchises hereby conveyed, and upon every part and parcel thereof, and the earnings and income thereof as the same shall become due and payable, and before said property or franchise or any parcel thereof, shall become liable to sale or forfeiture by reason of such non-payment

Third. That it will by construction, purchase, consolidation, or in other legal manner, acquire all such further and other grounds and ways than it now has, as shall be and become necessary to construct and complete a continuous line or system of railways from Milwaukee northward to Lake Superior at Ontonagon, together with continuous franchises to operate the same under the laws of the States of Wisconsin and Michigan; and will construct and complete thereon such continuous railway, with all such branches to mines and forests as its business shall require; and construct thereon suitable Station houses, ware-houses, engine and car houses, shops, coal houses and water tanks, engines and pumps, and suitably equip the same, so as to make it a first class railway, suitable to the wants and conditions of the country through which it passes.

Fourth. That it will so soon as its business shall require, construct suitable and convenient ore docks and wharves at such point upon Green Bay as will furnish proper facilities for shipping ores; and that it will so soon as its business will justify the outlay, construct and complete its railway into the city of Milwaukee and provide there suitable station grounds and buildings, elevators and ware houses for the transaction of its business.

Fifth. That it will from time to time as it shall so acquire, construct and complete such new and other franchises and privileges, grounds, railways,

extensions, branches whatsoever and wheresoever situate and being, execute, acknowledge, and deliver to the parties of the second part, their successor or successors in trust, and to whoever shall, for the time being, be seized of the property hereby conveyed, good and sufficient deeds of trust, one or more, supplemental to this deed, so as to charge the property and franchises so acquired and constructed, wheresoever the same shall be, either in the States of Wisconsin and Michigan, or partly in the one State and partly in the other, with the payment of all and singular the principal and interest of the bonds so issued, and to be issued as aforesaid, equally with the property hereby charged, so that the payment of the principal and interest of each and every bond issued, executed and delivered within the purview of this indenture shall be equally with every other bond secured upon the whole completed system of said party's railway property hereby conveyed to be completed.

Sixth. That it will from time to time at any time or times hereafter, upon the reasonable demand of the parties of the second part or their successors, for the time being trustees under this mortgage, execute, acknowledge and deliver all such further and other reasonable deeds and conveyances and further instruments of assurance, one or more whatsoever, of all and singular the property and estate of every name, nature and description hereby conveyed, or attempted to be conveyed, or undertaken, or promised to be conveyed, as well such as may be described and included herein, as such as may not inure to the benefit of the parties of the second part by virtue hereof, and such as shall be hereafter acquired according to the covenants of this deed, for the use and benefit of the holder of such bonds, as their counsel, learned in the law, shall devise for the better carrying out the true intent of these presents, the true intent whereof is to charge the payment of the principal and interest of each every of the bonds hereinbefore mentioned, equally upon the entire system of railway of the party of the first part, as well upon that now constructed and acquired as upon that which shall be hereafter constructed and acquired for the purpose of making or completing such system, as rapidly as the same shall be constructed and acquired, and as well upon all and singular the equipment tools of every kind, the materials, implements and supplies of every sort on hand and used and acquired for the operation of said railroad as upon the ways and real property of said company as one thing or one parcel of property.

Seventh. That all and singular the foregoing property and franchises in the quiet and peaceable possession of the said parties of the second part their successors and assigns against all and every person or persons lawfully claiming, or to claim the whole or any part or parcel thereof free and clear of all incumbrances whatsoever, except the mortgage aforesaid to said Jesse Hoyt and Allen S. Apgar, upon said first division of said party's railroad, which mortgage is hereby confirmed, and which bonds, numbered 1 to 2155. secured by this mortgage, are intended to retire, it will for ever warrant and defend.

And this indenture hereby further witnesseth, that said parties of the second part hereby accept the aforesaid trusts and covenant and agree to and with the said party of the first part, to execute the same upon the terms and conditions herein before mentioned and provided.

And it is further mutually agreed that all and singular the aforesaid covenants of the respective parties shall bind their respective successors and assigns.

In Testimony Whereof the said party of the first part, in pursuance of authority given by law, and by resolution of its board of directors, has caused these presents to be sealed with its corporate seal, and to be signed Alfred M. Hoyt, its president, and George H. Noyes, its secretary, and the said parties of the second part have hereunto subscribed their names and affixed their seals, the day and year first above written.

seal

Signed and sealed and delivered by the Milwaukee and Northern Railroad Company, by its President and Secretary, in presence of
Frank M Hoyt
Chas W. Vankirk

Alfred M. Hoyt
President

George H. Noyes
Secretary.

Signed sealed and delivered by Samuel N. Hoyt & A.S. Apgar trustees and by Alfred M Hoyt pres't also in presence of.
Charles Nettleton
Chas L Beaman

Samuel N Hoyt. Trustee seal

Allen S. Apgar Trustee seal

State of Wisconsin
County of Milwaukee } ss.

Be it remembered, that on this 18th Day of March in the year of our Lord one thousand eight hundred and eighty four before me Frank M Hoyt a Notary Public for the State of Wisconsin, duly commissioned and residing in said county of Milwaukee, and duly authorized to administer oaths and take acknowledgments of deeds, personally came George H Noyes the Secretary of the Wisconsin & Northern Railroad Company, of the State of Wisconsin, who is to me personally known to be one of the persons who executed the foregoing instrument, and who being by me sworn, says on oath, that the said Alfred M Hoyt is the president of said Company, and that the said George H Noyes is the secretary of said company; that he knows the corporate seal of said Company; that such seal was thereto affixed by order of the board of directors of said company; that he the said George H Noyes signed his name thereto as secretary by the like order of said Board of Directors; and he thereupon acknowledged the execution of said foregoing instrument as such secretary; and as the free act and

deed of said Company, the party of the first part named herein, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Milwaukee the day and year above written.

seal

Frank M. Hoyt
Notary public, residing in the City and County of Milwaukee, State of Wisconsin.

State of New York
City and County of New York } ss.

Be it remembered that on the 22d Day of March A.D. 1884 before me Chas. Nettleton a Commissioner in and for the State of New York, duly appointed and commissioned by the Governor of the State of Wisconsin to take acknowledgment and proof of deeds and other instruments, in writing, to be used or recorded in said State of Wisconsin, and also duly appointed by the Governor of the State of Michigan, to take acknowledgments and proof of deeds to be used and recorded in the State of Michigan, personally came Alfred M Hoyt, President of said Milwaukee and Northern Railroad Company, Samuel N. Hoyt, and Allen S. Apgar, trustees, to me personally known, and known to me to be the persons who executed the foregoing instrument and named therein as such presidents of said Company, and as such trustees, and each for himself acknowledged that he executed the same as such officer and trustee aforesaid, freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seals the day and year above written

Seal for Wisconsin
Seal for Michigan

Charles Nettleton
Commissioner for Wisconsin and Michigan in New York

Recorded March 25th 1884 B & J.

Know all men by these presents, that we whose names are hereto subscribed do hereby adopt and make the following Articles of Organization for the purpose of forming a corporation to build the line of Railroad hereinafter described:

I. The name of said Corporation shall be the Chicago, Wisconsin and Northern Railroad Company.

II. Said Railroad shall be constructed, maintained and operated from the South Line of the State of Wisconsin at or near the line between the county of Kenosha and the county of Walworth northerly to some point on the Northern Division of the Chicago, Milwaukee and St Paul Railroad in the county of Washington to be selected by the Board of Directors.

III. The length of said Railroad will be about Sixty (60) miles and will be constructed through and into the Counties of Kenosha, Walworth, Racine, Waukesha and Washington.

IV. The Capital Stock of said Corporation shall be one Million five hundred Thousand Dollars and consist of common and preferred Stock. Said Stock shall be divided into Shares of One hundred (100^{00}) dollars each, two fifths of which shall be common Stock and three fifths of which shall be preferred.

V. The names of the Directors who shall manage the affairs of the Corporation for the first year and until others are chosen in their places are the several corporators herein named, and their places of residence are as follows

1	Theron W. Haight	Waukesha	Wisconsin
2	H M Enos	Waukesha	"
3	E W. Chafin	Waukesha	"
4	H A Youmans	Milwaukee	"
5	A.E Perkins	Milwaukee	"
6	James Templeton	Sussex	"
7	Henry S Hawley	Chicago	Ills
8	Henry T. Glover	Chicago	Ills
9	W. H Lee	Genesee	Wis.

In witness where of we have hereto set our hand this Day of March A.D. 1884.

Names		Number of Shares
Waukesha Wisconsin.	Theron W. Haight	One share
" "	H.M. Enos	on share
" "	E W Chafin	one shares
Milwaukee "	H A Youmans	One share
" "	A E Perkins	one share
Sussex "	James Templeton	one share
Chicago Ills	Henry S Hawley	one hundred (100) shares
Chicago Ills	Henry T. Glover	one hundred (100) shares
W. H Lee		one share ($100)

State of Wisconsin
County of Waukesha } ss.

We E W. Chafin, H M. Enos and Theron W. Haight being first duly sworn state on oath that we are acquainted with the signatures of the several persons, whose names are attached to the foregoing instrument in writing, as having been executed by the same and that said signatures are genuine, and that it is intended in good faith to construct maintain and operate the line of Railroad therein mentioned.

Subscribed and sworn to before me this 26th day of March A.D. 1884
I R Spencer
Justice of the Peace

E W. Chafin
H M Enos
Theron W. Haight.

Recorded March 27 1884. (See also page 383)

(Say Menomonie Railway Co v Menomonee)

This Indenture, made and executed this 17th day of December A.D. 1883. by and between the Cedar Falls and Northern Railway Company, party of the first part, and the Menominee [12] Railway Company, party of the second part, both of said corporations being organized and existing under the Laws of the State of Wisconsin.

Witnesseth, that, whereas the party of the first part is the owner of a railway extending from a point of junction with the railway of the Chicago, St Paul, Minneapolis and Omaha Railway Company, near the station on said last named railway known as Menominee Junction, in the county of Dunn, and extending to Cedar Falls, in said county a distance of two and $\frac{5}{100}$ths miles; and

Whereas, the party of the second part owns and operates a railway extending from a point of junction with the said railway of the said Chicago St Paul, Minneapolis and Omaha Railway Company, near said Menominee Junction and about 6540 feet from the junction of the railway of the party of the first part with said Chicago, St Paul, Minneapolis and Omaha Railway and extending into the town of Menominee, in said county a distance of three and $\frac{7}{100}$ths miles, which said last named railway is operated by the party of the second part: and

Whereas, the party of the second part has acquired from the said Chicago St Paul, Minneapolis and Omaha Railway Company the right perpetually to operate its trains over that portion of the said Chicago, St Paul, Minneapolis and Omaha Railway lying between the points of junction

with the same of the railways of the parties of the first and second part hereto, and

Whereas by means of said right the railways of the parties of the first and second part are so situated with reference to each other that they can be lawfully connected and operated together to constitute one continuous main line; and

Whereas under the laws of the State of Wisconsin, the party of the first part has a right to sell and convey to the party of the second part its said railway, and the party of the second part has a right to purchase and take a conveyance of the same; and

Whereas the party of the second part has, through its Board of Directors, thereunto duly authorized by its stockholders, submitted to the party of the first part a proposition for the purchase of the railway of the party of the first part, which proposition has been by the Board of Directors of the party of the first part, duly authorized thereunto, by the stockholders, duly accepted, said board of directors having authorized and instructed the execution and delivery by the officers of the party of the first part to the party of the second part of a deed of conveyance of the railway of the party of the first part, and all thereof and of all property and appurtenances thereof,

Now Therefore the party of the first part, in consideration of one dollar and for other good and valuable considerations to it moving from the party of the second part, the receipt whereof is hereby acknowledged hath granted, bargained, sold and confirmed, and doth hereby grant, bargain, sell, alien and convey unto the Menomonie [ie] Railway Company, its successors and assigns, (the railway of the party of the first part, extending from a point of junction with the Railway of the Chicago, St Paul, Minneapolis and Omaha Railway Company, at or near Menomonie Junction, in the County of Dunn, on the Red Cedar River to Cedar Falls in said county, the said Railway being in length two and $\frac{5}{100}$ miles including all rights of way, depot grounds, spur, side or other tracks, and all yards, bridges, water-tanks, viaducts, culverts, fences and other structures, all station houses, engine houses, and all other buildings, and all property of every name and nature, now owned by the party of the first part and used or convenient for use in connection with the said railway and all franchises of the party of the first part, necessary for the beneficial use and enjoyment by the party of the second part, its successors and assigns of the said railway and other property.)

And the party of the first part, in consideration of the premises, expressly covenants and agrees with the party of the second part, its successors and assigns, that it will at any and all times execute and deliver unto the said party of the second part, its successors and assigns, such further deeds of conveyance, assignments and other acts and evidences of transfer and assurance in the law, for the better

assuring to the party of the second part, its successors and assigns, said railway and property hereinbefore described and intended to be hereby conveyed that the party of the second part, its successors and assigns, may at any time reasonably request and demand.

To Have and To Hold, all and singular the above mentioned and described railway, premises, right of way, property, rights, franchises, privileges, and immunities, with all the easements and appurtenances, unto the said party of the second part, its successors and assigns, forever.

And the said party of the first part, for itself, its successors and assigns, hereby in consideration of the premises, covenants and agrees, to and with the party of the second part, that it is seized in fee simple absolute of the railway, premises, property and appurtenances, all and singular, hereinbefore described and referred to, and that it has good right to sell and convey the same; that the said premises and property are free from all incumbrances; and said party of the second part, its successors and assigns shall quietly, and peacefully enjoy and possess the same forever; that it, the party of the first part, will forever warrant and defend the title against all lawful claims.

In witness where of the said Cedar Falls and Northern Railway Company, hath caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and countersigned by its Secretary, the day and year first herein above written

Signed sealed and delivered in presence of
Wm J Fuller
I. I. Cords

Cedar Falls and Northern Railway Company
By.
E. W. Winter
President.

seal Countersigned
E W Porter Secretary.

State of Minnesota
County of Ramsey } ss.

Personally came before me this 17th day of December A.D. 1883. the above named E W Winter President and E W. Porter Secretary of the Cedar Falls and Northern Railway Company to me Known to be such president and Secretary and to be the persons who executed the foregoing instrument and acknowledged the same

J Hamilton
Notary public

Recorded April 9th 1884.

B. & J.

This Indenture made and executed this 17th day of December A.D. 1883. by and between the Eau Claire and Chippewa Falls Railway Company, party of the first part, and the Chicago, St. Paul Minneapolis and Omaha Railway Company, party of the second part, both of said parties being corporations, organized and existing under the laws of the State of Wisconsin, Witnesseth, that,

Whereas the party of the first part is the owner of a railway extending from a point of junction with the railway of the party of the second part at the City of Eau Claire on said Railway, to a point of connection with the railway of the party of the second part extending from a point in the Town of Lafayette, opposite the City of Chippewa Falls, in the County of Chippewa and State of Wisconsin, to Superior City, Bayfield and Ashland, on Lake Superior, in said State, the said railway of the party of the first part and the said railways of the party of the second part being so situated, that the same can be lawfully connected and operated together as one continuous main line from Elroy, one of the termini of the railway of the party of the second part, to Superior City, Bayfield and Ashland as aforesaid; and

Whereas the party of the second part has furnished to the party of the first part all of the money for the construction of its said railway, amounting in the aggregate to one hundred and twenty four thousand five hundred and fifty five & 33/100 Dollars for which indebtedness the party of the second part holds the obligations of the party of the first part; and

Whereas, it is provided by law, that any railroad corporation organized and existing under the laws of the State of Wisconsin May purchase and hold the stock or bonds of any railway company to which it has furnished the money for the construction of its railway, or may purchase, for the money so furnished, or for such other consideration as may be agreed upon between the companies, by the respective Board of Directors, and take a conveyance of the whole or any portion of the franchises of said corporation and of the railway property and appurtenances thereof;" and

Whereas, the parties of the first and second parts have heretofore agreed, by their respective Board of Directors, duly authorized thereunto by the stockholders, upon a sale and conveyance by the party of the first part into the party of the second part of the railway property, appurtenances and franchises of the party of the first part, for the said sum of one hundred and twenty four thousand, five hundred and fifty five & 33/100 Dollars, so advanced by the party of the second part to the party of the first part for the construction of said railway and the acquisition of said property, and so owing by the party of the first part to the party of the second part as aforesaid; and

Whereas the party of the first part, has duly authorized and directed the execution and delivery, to the party of the second part of this conveyance

Now therefore, the party of the first part, in consideration of the sum of One hundred and twenty four thousand Five hundred and fifty five & 33/100

Dollars, to it paid by the party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and confirmed and doth hereby grant, bargain, sell, confirm, convey, unto the Chicago, St Paul, Minneapolis and Omaha Railway Company, the party of the second part, its successors and assigns, (the railway of the party of the first part, extending from a point of junction with the railway of the party of the second part, at the City of Eau Claire in the County of Eau Claire, to a point of connection with the railway of the party of the second part, extending from a point in the town of Lafayette, opposite the City of Chippewa Falls, in the County of Chippewa, to Superior City, Bayfield and Ashland on Lake Superior, all in the State of Wisconsin, the said railway being in length ten & 55/100 miles; together with all right of way, depot grounds, spur, side or other tracks, and all yards, bridges, watertanks, viaducts, culverts, sewers and other structures, and all depots, station houses, freight houses, round-houses, and all other buildings, and all machine shops, and all shops, of every name and nature, now owned by the party of the first part, including also all the franchises and rights, possessed by the party the first part, necessary or convenient to the full and beneficial use and enjoyment of said railway and other property.)

To Have and to Hold the said railway, premises and appurtenances, and all and every the property franchises and rights so hereby conveyed, or intended to be conveyed and all the right, title and interest of the party of the first part in and to the same, whether in law or in equity in possession or expectancy unto the party of the second part, its successors and assigns forever.

And the said party of the first part, for itself and its successors, in consideration of the premises, hereby further covenants and agrees that it and they will and shall, at any time or times hereafter, upon the reasonable request, and at the proper cost and charges, of the said party of the second part, its successors and assigns, make, do and execute or cause or procure to be made, done and executed, all and every such other and further lawfull and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the property, premises and franchises so hereby granted or intended to be granted in and to the said party of the second part its successors and assigns, or by its or their counsel, learned in the law, shall be reasonably devised advised or required.

And the said party of the first part, for itself and its successors, in consideration of the premises, hereby further covenants and agrees to and with the party of the second part, its successors and assigns that it is well seized, in fee simple absolute of the railway, premises, property and appurtenances, all and singular, herein before described and referred to, and that it has good right to sell and convey the same; that the said premises and property are free from all incumbrances; that the party of the second part

its successors and assigns, shall quietly and peaceably possess and enjoy the same forever, and that the party of the first part will forever warrant and defend the title thereto against all lawful claims.

In Witness whereof the Eau Claire and Chippewa Falls Railway Company has caused this instrument to be signed on its behalf by E W Winter, its President and countersigned by C W. Foster, its Secretary and its corporate seal to be hereto affixed the day and year first above written.

Eau Claire & Chippewa Falls Railway Company

seal

By E W. Winter

President

Countersigned

C W. Foster

Secretary

Signed sealed and delivered in presence of

Wm S. Fuller

D. I. Cords

State of Minnesota }
County of Ramsey } ss.

Personally came before me this 17th day of December A.D. 1883. the above named E W. Winter, President and C W. Foster, Secretary of the Eau Claire and Chippewa Falls Railway Company to me known to be such president and Secretary and to me known to be the persons who executed the foregoing instrument and severally acknowledged the same.

D. Hamilton

Notary Public.

Recorded April 9th 1884.

B. & J.

Know all men by these presents That I, Charles J. Walker, Trustee named in the mortgage herein after described, now residing in the City of Detroit, County of Wayne and State of Michigan, Do hereby certify, That a certain Indenture of Mortgage bearing date the Twenty first day of December one thousand eight hundred and sixty eight made and executed by the Mineral Point Rail Road a corporation existing under and by virtue of the laws of the State of Wisconsin of the first part, to Charles J. Walker above named and his successor in trust of the second part and recorded in the Office of the Secretary of State of the State of Wisconsin in liber two of Mortgages, on Pages 456 to 462 on the fifth day of January one thousand eight hundred and sixty nine, is fully paid satisfied & discharged

In witness whereof I have hereunto set my hand and seal the first day of July one thousand eight hundred and Eighty.

Signed Sealed and delivered in presence of

E. C. Hinsdale

E. C. Walker

C. J. Walker L S

State of Michigan }
County of Wayne } ss. On this twenty ninth day of September in the year of one thousand eight hundred and eighty before me a Notary public in and for said County, personally came the above named Charles J Walker known to me to be the person named in and who executed the above instrument and acknowledged that he executed the same for the intents and purposes therein mentioned.

seal

Witness my notarial seal & my hand

E. C. Hinsdale

Notary Public

Wayne County Michigan

State of Wisconsin }
Department of State } ss.

I Hans B. Warner, Secretary of State of the State of Wisconsin do hereby certify, that the foregoing instrument was received for record in this department on the second day of October A.D. 1880 at 10 30 o'clock A.M. and duly recorded in Volume four of Railroad Mortgages on page 129.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at the Capitol in the City of Madison this second day of October A.D. 1880

seal

Hans B. Warner

Secretary of State

Copy of Preamble and Resolution adopted by the Board of Directors of the Milwaukee, Lake Shore and Western Railway Company at a meeting of said Board held on the 19th day of April A.D. 1884.

On motion of Mr. Sands seconded by Mr. Thompson, the following resolution was unanimously adopted: Whereas this Company (being the Milwaukee Lake Shore and Western Railway Company) organized and existing under the laws of the State of Wisconsin and Michigan owns and operates lines of railroad within said States, and is authorized by its charter to construct and is actually engaged in the Construction of a line of railroad in the Upper Peninsula of said State of Michigan extending to and terminating at a point in the boundary line between said States on the Montreal river.

And Whereas, this Company desires and proposes to extend its road from and to the places and upon the route hereinafter designated under and by virtue of the authority given by Section eighteen hundred and thirty one (1831) of the Revised Statutes of said State of Wisconsin.

Resolved That this Company build, maintain and operate an extension of its road from the said point on the Montreal River to Washburn on the shore of Chequamegon Bay in the County of Bayfield, all being in said State of Wisconsin, said proposed extension of said road to be about fifty Miles in length and to run through or into the following named counties in said State of Wisconsin, to wit: Ashland, Bayfield and Dimoker and that the route of said proposed extension of said road be and the same is hereby designated as above described.

State of Wisconsin
County of Milwaukee } ss. We Frederic W. Rhinelander as President of the Milwaukee Lake Shore and Western Railway Company, and Alfred L. Cary as secretary of said Company do hereby certify that we have compared the foregoing copy of Preamble and Resolution with the original thereof as entered in the records of the proceedings of a meeting of the Board of Directors of said Railway Company held on the 19th day of April A.D. 1884 and that it is a correct transcript therefrom, and we further certify that said preamble and resolution were adopted by said Board of Directors at its said meeting and that the same have been duly entered in the records of the proceedings of said Board of Directors.

In Witness Whereof we have hereunto set our hands and affixed the corporate Seal of said Milwaukee Lake Shore and Western Railway Company this 9th day of May A.D. 1884.

Seal

F. W. Rhinelander President
Alfred L. Cary Secretary.

Recorded 8. May 1884. B. 1, E.

Copy of Resolution of Board of Directors of the "Milwaukee Northern Railroad Company," extending its road into the City of Milwaukee

"Resolved, That this Company will extend its railroad into the City of Milwaukee and for that purpose will locate such extension as follows;

Commencing at a point on the main line of said Company's road four hundred feet northwardly from the crossing of the Chicago and Northwestern road in the Town of Granville in the County of Milwaukee and running thence to the east on a curve of four degrees to a point one hundred and fifty feet north of the centre line of the Chicago and Northwestern road as now constructed running thence parallel with the centre line of the said Chicago and Northwestern road southeastwardly 1,000 feet; thence on a tangent to a point in the center of the Green Bay road 75 ft. north of the centre line of the said Chicago and Northwestern road where it crosses the centre line of said Green Bay road, thence parallel with the centre line of the said Chicago and Northwestern road, through the Town of Granville and the Town of Milwaukee and the first ward of the City of Milwaukee to a point in the seventh ward of the City of Milwaukee at the intersection with the centre line of Biddle Street in said Ward projected eastwardly, thence curving to the east to a point in the centre line of Mason Street in said seventh Ward produced eastwardly 150 feet east of the centre line of said Chicago and Northwestern road; thence parallel with the said Chicago and Northwestern road to the intersection of the centre line of Buffalo Street in the third ward of said City produced, thence on a tangent to a point on the north pier of the straight cut four hundred feet east of the West end of said pier, and it will take for depot grounds and for right of way in the city of Milwaukee, the Town of Milwaukee and Granville all of the following described premises; Commencing at low Water mark on the north side of the government pier; running thence east on said pier 500 feet; thence on a tangent to a point in the center of Mason Street produced, 100 feet east of the centre line of said Milwaukee and Northern road as hereinbefore located; thence on a tangent to a point on the centre line of Division Street produced, 50 ft. from the said centre line so as aforesaid located; thence parallel with said centre line so located to the intersection of the right of way of the Milwaukee and Northern road, as at present constructed, in the Town of Granville; thence along the east line of the

(over)

Milwaukee and Northern right of way, as aforesaid located to the intersection with the right of way with the Chicago and Northwestern road; thence along the right of way of the Chicago and Northwestern road, through the towns of Granville and Milwaukee and the City of Milwaukee to the south end of the ore dock built by the Chicago and Northwestern Company eastward of Block, (numbered) 161 in the third ward of said city to Beach Street; thence along Beach Street to Pier Street; thence along Pier Street to Erie Street thence down Erie Street to the northwesterly line of Lot (7) seven in Block 173 in said third ward of the said City of Milwaukee, thence to the Milwaukee river; thence down the Milwaukee River to the Government Pier; thence along the government pier to the place of beginning.

We, James G Spencer, Vice President in the absence of the President and Geo H. Noyes Secretary of the Milwaukee and Northern Railroad Company do hereby certify that the above and foregoing is a copy of a resolution duly adopted by the Board of Directors of said Railroad Co. on the 1st day of April A.D. 1874 and entered in the record of its proceedings, That we have compared said copy with the original resolution as adopted and entered and that it is a true copy thereof and of the whole of the same.

Witness our hands and the seal of said Company this 15th day of April A.D. 1874.

Seal

James G Spencer
Vice Pres

Geo H Noyes
Secretary of Mil & North. R.R. Co

Recorded May 29th. 1874.

Articles of Incorporation

The undersigned hereby associate themselves as a corporation under the Statutes of the State of Wisconsin relating to the organization and powers of railroad corporations, and to that end do hereby make and publish articles of incorporation as follows, to wit:

Article 1. The name of this corporation shall be "The Lake Superior Terminal and Transfer Railway Company of the State of Wisconsin."

The general nature of the business of this company shall be to acquire depot, storing yard and shop grounds, construct, maintain use and operate for public use Railroad Lines and Tracks buildings, depots, depot grounds and storage tracks and shops and other railroad conveniences and appliances, in the county of Douglas, in the State of Wisconsin for the transportation of rolling stock, freight and passengers and for the purpose of connecting any and all the various other lines of railroad running to or into the said county of Douglas, and for the purpose of transferring Rolling stock, freight and passengers between such railroads and between such railroads and docks and piers and vessels touching at any port or place in the said county and generally to exercise powers conferred by the statutes of the State of Wisconsin relative to the organization and powers of railroad corporations.

The main line of railroad to be constructed by this corporation shall begin at a point on the northerly boundary line of section ten (10) in township forty nine (49), Range fourteen (14) in said county of Douglas, to be selected by this corporation and the same shall extend in a southerly direction to a point in section 34 in township 43. Range 14 on the southerly boundary line of the said county to be hereafter selected by this corporation and such branch lines of railroad extending from the said mainline of said road to the said other railroads, respectively, and to the various warehouses, piers, wharves, landing places, mills manufactories, stock-yards and other industries situated in the said county of Douglas shall be constructed as may be necessary or desirable to carry out the purposes hereinbefore set forth.

The said main line of railroad will be thirty (30) miles in length more or less, and the said branch lines will be one hundred (100) miles in length, in the aggregate more or less, none of said branches shall exceed five (5) miles in length, and will be provided with such side tracks, switches and turn outs as may be found necessary or desirable for the transaction of the business of this corporation.

The said main and branch lines of railroad are to be situated

wholly within the said county of Douglas.

Article 2. The amount of the capital stock in this corporation shall be one million and two hundred thousand ($1,200,000.00) Dollars and the same shall be divided into twelve thousand (12,000) shares of one hundred (100) dollars each.

Article 3. The names and places of residence of the directors of this corporation, who shall manage its affairs the first year, and until others shall have been chosen in their place, are as follows, to wit:

James J Hill residing at Saint Paul Minnesota
E. W. Winter residing at Saint Paul Minnesota
William P. Clough residing at Saint Paul Minnesota
John H Hammond residing at Superior Wisconsin
Allen Manvell residing at Saint Paul, Minnesota
John C. Spooner residing at Hudson Wisconsin
George. S. Baxter residing at New York City.

In testimony whereof, we, the undersigned, have hereunto subscribed our names and our several places of residence and we do severally subscribe and agree to take and pay for, the number of shares in the Capital Stock of the said corporation, written opposite our respective names this 17th day of October 1883 at St Paul Minnesota

Names	Place of residence	No of Shares
Jas J. Hill	St Paul Minn	Ten (10) shares
John H Hammond	Superior Wisconsin	Ten (10) shares
A. Manvel	St Paul Minn	Ten (10) shares
W. P. Clough	St Paul Minn	Ten (10) shares
John C Spooner	Hudson Wisconsin	Ten (10) shares
E W. Winter	St Paul Minn	Ten (10) shares
Geo S. Baxter	New York City	Ten (10) shares

State of Minnesota
Ramsey County } ss. John H Hammond, E.W. Winter and William P Clough, by me known to be the same persons of those names, whose names are subscribed to the annexed articles of incorporation and who are constituted by such articles, directors of the railroad corporation by the said articles created, came before me this day in person, and being sworn by me severally duly sworn did depose and say, of their own knowledge, that the signatures to the said articles of James J. Hill, E.W. Winter, William P. Clough, John H. Hammond, Allen Manvell and John C Spooner are each and all genuine, and that it is intended by the said corporators, in good faith, to construct maintain and operate the lines of railroad in the said articles referred to.

Subscribed and sworn to before me
on this 17th day of October A.D. 1883.
P. Hamilton
(seal) Notary public Ramsey Co. Minn

W. P. Clough
J. H. Hammond
E W Winter

Recorded June 2d 1884. E & B.

State of Wisconsin
Waukesha County } ss. We, A.E. Perkins President of the Chicago Wisconsin and Northern Railroad Company and Theron W. Haight Secretary thereof, do hereby certify, that the following resolution is a true copy from the record of the proceedings of the Board of Directors of the said Company, at the meeting of said Board of Directors held at said Company's General Office in the village of Waukesha, said county, on the 15th day of May 1884. To wit:

"Resolved: That the line of railroad to be built by this Company be extended from the northern terminus heretofore fixed by the charter, northerly through the counties of Washington, Fond du Lac, Calumet and Outagamie to Appleton, Wisconsin, a distance of about seventy (70) miles and that a branch be built from some available point on the line of said railroad to be selected by the board of Directors, in the county of Kenosha, Westerly to Geneva in the County of Walworth, a distance of about ten (10) miles."

Given under our hands and the seal of said Company this 31st day of May 1884.

A. E. Perkins
President of said Company
Theron W. Haight
Secretary of said Company.

(seal)

Recorded June 2d 1884. E & B.

Agreement made this third day of May A.D. 1884. by and between the St Croix and Chippewa Falls Railroad Company, a corporation duly organized under the Laws of Wisconsin, party of the first part and the Webster Flower Lumber and Manufacturing Company (limited) a corporation duly organized under the Laws of Wisconsin, party of the second part; witnesseth

That Whereas said railroad company, party of the first part is building its railroad from Chippewa Falls, in the State of Wisconsin to the State line of Minnesota, there to connect with the Saint Paul and St Croix Railroad now building to St Paul in the State of Minnesota and runs through a large and valuable tract of wild unimproved timber lands owned by said second party; and

Whereas said first party desires to obtain the right of way for its railroad through said wild lands and obtain depots and side tracks grounds thereon, and also desires to obtain the exclusive business of said second party in transportation of all the products of said timber, manufactured and unmanufactured, and the transportation of all materials supplies and other freights of every kind on goods used and to be used by said second party in manufacturing said timber and in consideration of obtaining all said business and of receiving fee of cost and expense all its right of way through said lands and all its depot grounds and side tracks, accommodations without cost or expense, has made the promises and agreements hereinafter contained to be kept and performed by it; and

Whereas said second party desires to obtain fixed rates for freight from a point or points on said line where it is to manufacture, said timber to St Paul, Minneapolis and other points, and desires to secure the Construction of a certain spur track and certain depots, side tracks and so forth, for its use on the line of said railroad, and to induce said Company to operate said spur track and now relying upon the promises and Agreements herein after contained made by said first party upon the subjects aforesaid, has made the promises and agreements herein after contained to be by said second party kept and performed; and

Whereas said second party in Consideration of the promises and agreements of the first party herein after contained, is about to expend large sums of money in the construction of Mills, factories and other improvements on said lands, which they would not do except in consequence of the agreements of said party herein contained; and

Whereas said first party has made certain agreements and promises hereinafter contained for the accommodation of said

second party, and has therein and thereby agreed to secure to said second party certain great advantages and low rates and special facilities at its own large cost and expense in consideration of the faithfull performance by said second party of all its agreements and promises hereinafter contained, and of its giving to said first party, exclusively all the business contemplated in the agreements herein after contained;

Now Therfore, it is hereby mutually agreed that in consideration of the Sum of One Dollars to them in hand respectively paid, receipt whereof is hereby acknowledged and the mutual agreements herein contained, it is hereby mutually agreed.

First. Said second party agrees to furnish and convey to said railroad Company a strips of land one hundred (100) feet in width for the construction of its road to be used by it as right of way through the following parcels, to wit:

The South West Quarter (¼) of the South East Quarter (¼) the South East Quarter (¼) of the South West Quarter (¼), the North half (½) of the South West Quarter (¼) and the West half (½) of the North West Quarter (¼) of Section Twenty six (26.)

The South West Quarter (¼) of the South West Quarter (¼) of Section Twenty three (23)

The South East Quarter (¼) of the South East Quarter (¼) the undivided half (½) of the South West Quarter (¼) of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section Twenty two (22)

The North half (½) of the North West Quarter (¼) of Section Twenty seven (27);

The North half (½) of the North East Quarter (¼) and North half of the North West Quarter (¼) of Section Twenty Eight (28)

The South half (½) of the Southwest Quarter (¼) of Section Twenty One (21).

The South West Quarter (¼) of the South East Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section Twenty (20).

The North half (½) of the South West Quarter (¼) of Section Eighteen (18)

All in Township Thirty (30 North, of Range Fifteen (15) West.—

And also agrees to furnish and convey to said railroad for depot grounds a certain parcel of land Thirteen hundred and twenty (1320) feet in length and one hundred and fifty (150) feet in width, on the north of the Center line of the said railroad as the same shall be located, and one hundred (100) feet in width south of said center line, for depot grounds

in such place as said parties shall jointly agree; and further agrees to convey said land for right of way and depot grounds in fee simple with covenants of Warranty to said first party and hereby guaranties that the deeds therefore vesting full title in said railroad Company free of all incumbrances of every description, shall be delivered to said first party when said first party shall have completed its road ready for operation to St Paul and shall have built and completed the spur track herein after provided for, and shall have built and completed its Station as herein after provided at or near the Mill site of the second party;

And said second party further covenants and agrees to furnish right of way and convey the same by like deeds through any and all other lands which said second party does now, or shall hereafter own or control in said township through which the main line of said first party shall run; and also to furnish such other depot and Station Grounds and yards as said Railroad Company shall require on any portion of said land, each of the same dimensions as herein-before specified for the Station Grounds at the Mill site, whenever and wherever both parties hereto jointly agree that a station is necessary.

Second. Said second party hereby agrees for itself, its successors and assigns, to give to the said first party, its successors and assigns all of their freight shipments both to and from their mills, factories and other places of business and industries of whatever nature or Kind which said second party control whenever said structures exist or are located on the said second party's lands now owned by them or by them hereafter acquired, for and during a term of twelve (12) years from and after the first day of January A.D. 1885, provided the rate from St Paul and Minneapolis to said mills shall not exceed the rate charged by other roads from St Paul and Minneapolis for the distance.

Third. Said railroad Company hereby agrees for itself, its successors and assigns to make to said second party the following rates of freights on the following described Articles over its own lines between points hereinafter stated, as follows, to wit:

1. Lumber of all kinds to St Paul and Minneapolis, Five (5) cents per hundred (100) pounds

2 Piling and Ties to St Paul, Five (5) cents per hundred (100) pounds

3. Wagon, Sleigh, and Band Stock to St Paul Six (6) cents per hundred (100) pounds

4. Cord Wood to St Paul Four (4) Cents per hundred (100) pounds

5.) Wagon Sleigh Barrel Stock and lumber of all Kinds to Milwaukee

to Milwaukee, Fifteen (15) Cents per hundred (100) pounds.

6. Wagon Sleigh Barrel Stock and lumber of all kinds to Racine and Chicago Eighteen (18) Cents per hundred (100) pounds.

Minimums on said shipments shall be twenty four thousand (24000) pounds.

Corresponding rates are also agreed to be made to other common points on the lines of the party of the first part, and corresponding rates are to be allowed on any other manufactured Goods, not mentioned above, and the rate on car loads not exceeding Twenty four thousand (24000) pounds each of logs, timber or bolts for any distance not exceeding twenty (20) miles between the point of loading and the factory of the second party, located on the lands herein before mentioned shall not exceed Five (5) dollars, provided however, that the same shall be manufactured by the said second party and all the manufactured products thereof be reshipped by them over the said first party's railroad.

And said first party hereby further agrees that the rate on Merchandise from Milwaukee to its place of business located on the railroad herein described shall never exceed the following arbitrary rates over the current tariff rates from Milwaukee to Eau Claire or Chippewa Falls, to wit:

1.) On First Class freight Ten (10) Cents per hundred (100) pounds.
2.) On Second Class freight Eight (8) cents per hundred (100) pounds.
3.) On third Class freight Seven (7) cents per hundred (100) pounds
4.) On Fourth Class freight Six (6) cents per hundred (100) pounds
5.) On Fifth Class freight Four and one sixth (4 1/6) cents per hundred (100.) pounds.

Fourth. Said second parties hereby agree to establish their mills on the main line, and said first party agrees to build a spur track, not exceeding in length Four (4) miles, within three (3) years from the date hereof, provided the said second party shall give said first party six (6) months previous notice in writing of their desire that said spur be built and that said first party shall have six (6) months from and after the first day of April in any year to build the same and provided said second party shall furnish the right of way for said spur track, said second party agreeing to bear all the expenses of obtaining the same by condemnation if said first party shall find condemnation necessary to obtain said right of way, and said first party agreeing to obtain said right of way by condemnation if necessary and possible, at the sole expense and cost of said second party, and it is hereby mutually agreed,

that, if any delay shall be caused in the building of said spur track from legal opposition to said condemnation, that a period equal to the period of such delay shall be added to said six months allowed for the construction of said spur track and that such additional period so allowed shall be taken between the next first day of April and the first day of October.

Fifth. Said spur track shall be located up the valley of Sand-Creek, so called, and shall be located in compliance with the wishes of said second party; provided that, no engineering difficulties prevent and the cost thereof shall not be thereby increased and said first party agrees to run a train over said spur track, whenever said second party shall have logs, wood, ties, piles or other material thereon collected for shipment to said second parties mills or factories, or to any other point, in quantities not less than Five (5) carloads and take out said materials whenever such freight on said spur track is destined for the mills established for manufacturing upon said lands, said second party shall pay for transporting the same to the point where said mills are to be located on Section twenty six (26) Township Thirty (30) Range fifteen (15) West one and one fourth (1¼) cents per hundred (100) pounds in car-loads Minimum weight Twenty Four Thousand (24.000) pounds each car.

It is further agreed that upon all other freight shipped from said spur track, no charge shall be made in addition to the rates herein agreed upon to be charged for transportation from the factories and said other points.

Sixth. All logs and piling which shall be cut on any of the right of way above mentioned shall be deemed to be and be the property of said party of said second part agrees to remove the same without delay so as to vacate said right of way for said railroad construction promptly and without delay; but, if said second party shall delay said removal for a period exceeding twenty days after the cutting of the same, said railroad company shall in no wise be responsible in damages for any loss, injury or destruction of said timber on said right of way

Seventh. It is further agreed that the rates to Minneapolis on all the above mentioned articles, excepting lumber, is to be one (1) cent per hundred (100) pounds higher than the rate above named to St Paul; and it is further hereby agreed that this contract for rates to Minneapolis shall not take effect, except on barrel stock, until said first party's own line shall be completed from Chippewa Falls to St Paul and Minneapolis ready for operation; and it is further agreed that, until said first party's own line is completed to Minneapolis, the rate on barrel stock shall be two (2) cents per hundred (100) pounds higher than the rate above named to St Paul.

Eighth. It is further agreed that all freight in car-loads, consigned to points beyond St Paul shall be switched to other roads without any charge on the part of the first party for doing the work, said second party agreeing to pay all such switching or other charges and expenses as said railroad Company shall be obliged to pay to others for doing said work.

Ninth. Said Railroad Company further agrees to furnish cars to said second party as promptly as it furnishes cars to any other party on its line, and not to give any preference to any other shippers on said line in the matter of car supply, over the party of the second part.

Witness the seals of the parties above named and the hands of the respective presidents and secretaries of each of said corporations, they being hereunto lawfully authorized, the day and year first above named

Witness
M. Adelaide Steele
Wm Shinnell

St Croix and Chippewa Falls Railroad Company
By Joseph L. Colby President
Attest
Howard Morris Secretary

seal.

Webster-Gloor-Lumber and Manufacturing Company Limited
By A. J. Webster Pres't
Attest
H J Baldwin Secretary

seal

Witness) Wm Johnston
witness M. A. Fulton

State of Wisconsin }
Milwaukee County } ss.

Be it remembered that on the sixth day of May A.D. 1884, personally came before me the above named Joseph L. Colby, President of St Croix and Chippewa Falls Railroad Company, to me known to be the person and officer who executed the foregoing instrument and acknowledged the same to be the free act and deed of himself and of the St Croix and Chippewa Falls Railroad Company, for the uses and purposes therein mentioned

Wm Shinnell
Notary Public
Milwaukee County Wisconsin.

seal

State of Wisconsin
County of St Croix } ss.

On this ninth day of May A.D. 1884 personally appeared before me the above named A. J. Webster president of the Webster Glover Lumber and Manufacturing Company (Limited) to me known to be the person and officer who executed the foregoing instrument and acknowledged the same to be the free act and deed of himself and of said Company for the uses and purposes therein mentioned.

M. A. Fulton
Notary Public
St Croix County
Wisconsin

Seal

Recorded June 26 1884

B & J.

Articles

These Articles of Consolidation made and concluded this twenty eighth day of June A. D. Eighteen hundred and eighty four by and between the St Croix and Chippewa Falls Railroad Company a corporation created, organized and existing under and by virtue of the Laws of the State of Wisconsin party of the first part and the St Paul and St Croix Railroad Company, a corporation created, organized and existing under and by virtue of the Laws of the State of Minnesota party of the second part.

Witness that;

Whereas said St Croix and Chippewa Falls Railroad Company was incorporated for the purpose of constructing, operating and maintaining a line of railroad from a convenient point on the line of the Chippewa Falls and Western Railway in or near the City of Chippewa Falls on Chippewa River, in the County of Chippewa and State of Wisconsin, to wit, from Station seventy seven plus fifty four and five tenths (77+54.5) of the Chippewa Falls and Western Railway extension in Government Lot Four (4) in Section seven (7), Township Twenty eight (28), North of Range Eight (8) West of the fourth principal meridian, thence on the most feasible route, Westerly, to some convenient point on the Western boundary line of the State of Wisconsin, in the County of Saint Croix, and to a connection of said point with the Saint Paul and Saint Croix Railroad so called, now being constructed and extending from Saint Paul Junction, so called, at or near the city of St. Paul, in the county of Ramsey and State Minnesota to the Eastern boundary line of said State, which said Saint

Croix and Chippewa Falls Railroad is estimated and agreed to be, for all purpose of this agreement, Eighty (80) miles in length; and

Whereas the Saint Paul and Saint Croix Railroad Company was incorporated for the purpose of constructing, operating and maintaining a line of railroad from Saint Paul Junction, so called, to wit, a point in the South West Quarter (¼) of the North West Quarter (¼) of Section Fifteen (15), Township Twenty Nine (29) North of Range Twenty two (22) West of the Fourth principal meridian, situated about two (2) miles northerly from the corporate limits of the the City of Saint Paul, near Lake Phalen, on the line of the Saint Paul and Duluth Railroad, in the County of Ramsey aforesaid, thence on the most feasible route easterly to some convenient point on the Eastern boundary line of the State of Minnesota in the County of Washington, to a connection with the Saint Croix and Chippewa Falls Railroad, so called, above mentioned, extending from a point in or near the City of Chippewa Falls in Chippewa County Wisconsin; to the Western boundary line of said State, which said Saint Paul and Saint Croix Railroad is estimated and agreed to be, for the purpose of the agreement, Twenty four (24) miles in length; and

Whereas said corporations above named were thereafter duly organized and thereupon assumed the exercise of their respective corporate franchises vested in them respectively under and by virtue of the laws of said States of Wisconsin & Minnesota respectively and duly located the respective lines of railroad authorized to be by them respectively constructed operated and maintained; and

Whereas on or about the first day of May A.D. 1884, said Saint Croix and Chippewa Falls Railroad Company did enter into a certain contract for the construction and equipment of its proposed line of railroad, wherein and whereby said contractors agreed to furnish to said Railroad Company, its line of railroad fully constructed and completed in first class manner and style in every respect, and laid with steel rail and ballasted, fenced and equipped in accordance with the terms and conditions expressed in their said contract, and to receive for as payment therefor all the securities of said company to wit:

First Mortgage six per cent gold bonds in and for the sum of two Million dollars ($2000.000); and

Income five per cent gold bonds, in and for the sum of Five hundred and Sixty thousand dollars ($560000) both said bonds being and to become payable in thirty (30) years from the first day of May A.D. 1885. and bearing interest at the rates above named, payable semi-annually on the first days of May and November in each year, and the first instalments of interest on each of said bonds maturing

upon the first day of November A.D. 1885; and

Preferred six per cent stock, amounting to Nine hundred and sixty thousand dollars ($960,000) and common stock amounting to Six hundred and forty thousand dollars ($640000); and also

Scrip upon the sum of Two Million dollars ($2000000) as follows, to wit:

(1) on two hundred thousand dollars ($200000) from March first A.D. 1884 to May first A.D. 1885.

(2) On two hundred thousand dollars ($200000) from April first A.D. 1884 to May 1st A.D. 1885.

(3) on four hundred thousand dollars ($400,000) from June 1st A.D. 1884 to May first A.D. 1885.

(4) on four hundred thousand dollars ($400000) from August first A.D. 1884 to May first A.D. 1885.

(5) On four hundred thousand dollars ($400000) from October first A.D. 1884 to May first A.D. 1885; and

(6) On four hundred thousand dollars ($400000) from December first A.D. 1884 to May 1st A.D. 1885, which said scrip is payable by its terms out of the first surplus earnings after interest on the first mortgage bond is paid, and draws interest at the rate of six per centum per annum from its date until paid and which said securities above described, the said Saint Croix and Chippewa Falls Railroad Company has agreed to issue to said Contractors in exchange and as payment for its said line of railroad so as aforesaid constructed, completed, equipped and delivered to it; and

Whereas said Saint Croix and Chippewa Falls Railroad Company has heretofore duly executed and delivered to the trustees therein named, its certain indenture of trust and mortgage bearing date the first day of May A.D. 1884 wherein and whereby, it did grant and convey unto John A. Stewart and Edwin H. Abbott as trustees for the purposes therein expressed all and singular its franchises rights and privileges of whatsoever nature, rolling stock, and equipment, and all its property, acquired and to be acquired, real, personal and mixed as security among other things, for the payment of said Two Million dollars ($2000000) first Mortgage, six per cent gold bonded indebtedness, and the interest thereon to accrue, and for the payment of said Five hundred and sixty thousand dollars ($560000) mum five per cent gold bonded indebtedness and the interest thereon to accrue; and

Whereas, on the first day of May A.D. 1884 said Saint Paul and Saint Croix Railroad Company did enter into a certain contract for the Construction of its proposed line of railroad, wherein whereby said contractors agreed to furnish to said railroad Company its line of railroad fully constructed and completed in first class manner

and style in every respect, and laid with steel rail and ballasted, jenned and equipped in accordance with the terms and conditions expressed in the said contract, and to receive for and as payment therefore, all the securities of said company, to wit:

First Mortgage six per cent gold bonds, in and for the sum of six hundred thousand dollars ($600,000) and

Income five per cent gold bonds, in and for the sum of one hundred and sixty eight thousand dollars ($168,000) both said bonds being and to become payable in thirty (30) years from the first day of May A.D. 1885, and drawing interest at the rates above named, payable semi-annually on the first days of May and November in each year and the first instalment of interest on each of said two bond maturing upon the first day of November A.D. 1885; and

Preferred six per cent stock amounting to Two hundred and eighty eight thousand dollars ($288000); and

Common stock amounting to one hundred and ninety two thousand ($192000) dollars; and also

Scrip upon the sum of Sixhundred thousand dollars ($600000) as follows, to wit:

(1.) on sixty thousand dollars ($60.000) from March first A.D. 1884 to May first A.D. 1885.

(2) on sixty thousand dollars ($60.000) from April first A.D. 1884. to May first A.D. 1885.

(3) on one hundred and twenty thousand dollars ($120000) from June first A.D. 1884 to may first A.D. 1885.

(4) on one hundred and twenty thousand dollars ($120.000) from August first A.D. 1884. to May first A.D. 1885.

(5.) On One hundred and twenty thousand dollars ($120.000) from October first A.D. 1884. to May first A.D. 1885. and

(6) On one hundred and twenty thousand dollars ($120000) from December first A.D. 1884, to May first A.D. 1885, which said scrip is payable by its terms out of the first surplus earnings after interest on the first mortgage bond is paid, and draws interest at the rate of six per centum per annum from its date until paid, and which said securities above described, the said Saint Paul and Saint Croix Railroad Company has agreed to issue to said contractors in exchange and as payment for its said line of railroad so as aforesaid constructed, completed, equipped and delivered to it; and

Whereas said Saint Paul and Saint Croix Railroad Company has heretofore duly executed and delivered to the trustees therein named, its certain indenture of trust and mortgage bearing date the first day of May A.D. 1884, wherein and whereby it did grant

and convey unto John A. Stewart and Edwin H. Abbott as trustees for the purposes therein expressed, all and singular its franchises, rights and privileges of whatsoever nature, rolling stock and equipment, and all its property acquired and to be acquired, real, personal and mixed, as security amongst other things for the payment of said six hundred thousand dollars ($600,000) first mortgage, six per cent gold bonded indebtedness, and the interest thereon to accrue, and for the payment of said one hundred and sixty eight thousand dollars ($168,000) income five per cent gold bonded indebtedness, and the interest thereon to accrue; and

Whereas said Saint Croix and Chippewa Falls Railroad and said St Paul and Saint Croix Railroad are now in process of completion and shortly will be respectively ready for delivery to and acceptance by said first and second parties respectively pursuant of the terms of the aforesaid contracts; and

Whereas said Saint Croix and Chippewa Falls Railroad, and said Saint Paul and Saint Croix Railroad can be lawfully connected and operated together, so as to constitute one continuous main line between said city of Chippewa Falls in the County of Chippewa and State of Wisconsin and said Saint Paul Junction, so called, in the County of Ramsay and State of Minnesota, so as to admit of the passage of trains over them without break or interruption under and by virtue of the general laws of the States of Wisconsin and Minnesota respectively; and

Whereas the holders of the first mortgage and income bonded indebtedness, and the preferred and common stock and scrip of the two corporate parties hereto, are willing, and have agreed, to assign the same to Messrs John A. Stewart, Edwin H. Abbot and George Hoffman, jointly, as trustees, to the end that they may thereafter hold said assigned bonds and stock and scrip for the protection respectively of the first mortgage and income bonds and of the preferred and common stock and scrip, about to be issued by the consolidated Company in exchange and substitution for said assigned bonds, stock and scrip, it being hereby expressly agreed that said assigned bonds, stock and scrip are to be deemed and be of full force and virtue for every purpose, whenever and so far as may be necessary or requisite for the protection, respectively of the bonded indebtedness of said consolidated Company hereinafter mentioned and formed hereby, and of each of the other securities issued by it in said exchange and substitution as aforesaid, and shall for all purposes possess and be held to possess in the hands of said trustees above named, the full character of bonds, stock and scrip of the two corporate parties hereto according to their respective

priorities held by them as bona fide purchases in good faith, for full value and without impeachment for any cause whatsoever in case any occasion ever arises for the enforcement of said assigned bonds, stock or scrip respectively or either of them, against said two corporate parties hereto and either of them.

Now Therefore, said Saint Croix and Chippewa Falls Railroad Company, party of the first part, and said Saint Paul and Saint Croix Railroad Company, party of the second part, do hereby mutually agree to consolidate, and do hereby unite, combine and consolidate, all and singular, the rights, privileges, franchises, immunities and properties of the parties hereto respectively, into one company to be known and designated as hereinafter mentioned, under and pursuant of the laws of the States of Wisconsin and Minnesota aforesaid, which said company, so as aforesaid formed by the consolidation of the corporate parties hereto, shall succeed within said States respectively to all the rights, powers, franchises, contracts, privileges, immunities, liabilities, obligations, duties, Commutations, property, real, personal, and mixed and things in action as fully in all respects as the same were possessed by the parties hereto respectively at the time of such consolidation, and shall hold and enjoy the same, and all and every part thereof, without impairment or change, as fully, in the same manner and to the same extent, as if the said consolidation had not taken place.

And in pursuance of the provisions of the respective charters of the parties hereto, and of the laws of said States of Wisconsin and Minnesota respectively said first and second parties do hereby prescribe and agree upon the terms and conditions of said consolidation, and each party does hereby, for itself agree thereto, and to the mode of carrying the same into effect, and adopt articles stating the same, as follows:

Article First. The name of the consolidated corporation shall be and is the Minnesota, Saint Croix and Wisconsin Railway Company.

Article Second. The principal place of business of said corporation shall be at the city of Milwaukee, in the county of Milwaukee and State of Wisconsin, The general office of said corporation within the State of Minnesota shall be at the City of Saint Paul in the county of Ramsey, within said State, and ~~said State~~, and said corporation shall keep at said point some officer of the corporation, or Special and true of account, secretary or general agent, upon whom service of all legal proces

bonded indebtedness and preferred and common stock and scrips of the two corporate parties hereto as their valid legal subsisting obligations for any and every purpose whatsoever according to their respective equities and priorities, whenever and if, and so far as may be requisite for the protection of the bonded indebtedness, both first mortgage and income and of the preferred and common stock and scrips of the Corporation hereby formed.

Article Seventh. For the purpose of securing all the franchises, properties, rights, immunities and privileges of the two corporate parties hereto for the benefit of and to the payment of the first mortgage bonds, income bonds, preferred stock, common stock and scrips to be issued by the corporation hereby formed, as hereinbefore provided, in lieu of and substitution and exchange for the corresponding indebtedness of the two corporate parties hereto, the corporation hereby formed shall execute and deliver to John A. Stewart, Edwin A. Abbot and Georg Hoffman, its indenture of trust and mortgage, conveying to them, as trustees, upon the terms, conditions and limitations therein expressed, all the franchises, rights, immunities, privileges and property acquired and to be acquired, of the corporation hereby formed, which said indenture of trust and mortgage, for the protection of the securities of the consolidated corporation, shall be dated and take effect on the first day of July A.D. 1884 and the corporate parties hereto and the corporation hereby formed, shall also execute and deliver to said John A. Stewart, Edwin H Abbot and George Hoffman, trustees as aforesaid, such further agreements as may be requisite for the protection of the preferred and common stock and the scrips of the corporation hereby formed, issued in lieu of and exchange and substitution for the preferred and common stock and the scrips of the corporate parties hereto respectively.

Article Eighth. It is expressly agreed by all parties hereto that said John A. Stewart, Edwin H. Abbot and George Hoffman do not, nor does either of them, assume any personal liability or responsibility whatever in making the exchange and substitution of securities hereinbefore provided.

Article Ninth. When any vacancy shall occur by the resignation or death of any of the afore mentioned directors or officers, the same may be filled by order of a majority of the board of directors remaining at a meeting thereof duly called as provided by the by-laws of the Company. All the by-laws, rules and regulations of the Saint Paul and Saint Croix Railroad Company are adopted as the by-laws, rules, and regulations of the corporation hereby formed, and shall remain in force until duly changed or modified by the corporation, and shall be obligatory so far as applicable and not repugnant to the provisions of these

articles of consolidation.

Article Tenth. The corporation hereby formed does hereby adopt as its common and corporate seal, a seal bearing the following inscription, to wit.

"Minnesota, St Croix and Wisconsin Railroad Company Seal 1884." and making the impression herewith appearing.

Article Eleventh. All contracts hitherto made by either party hereto for its own benefit shall enure to the benefit of the consolidated corporation, and it hereby assumes all outstanding contracts of either party hereto, and it shall be competent for the corporation hereby formed to prosecute to termination all suits or special proceedings instituted by and in the name of either party hereto, but for its own benefit, and it may if it so elect, institute in the name of either party hereto, before the proper tribunals such other or further suits or special proceedings as shall be deemed or be necessary to carry out all the purposes of the incorporation of the parties hereto.

Article Twelfth. All rights of creditors of, and all liens upon the property of the two corporate parties hereto, and either of them, existing at the date of this agreement, shall be and hereby are declared to be preserved and unimpaired by anything herein contained.

Article Thirteenth. This consolidation shall take effect and go into operation immediately upon the due execution of these articles by the corporate parties hereto and the filing thereof in the offices of the secretaries of state of the States of Wisconsin and Minnesota respectively, together with such additional documents as are prescribed by law.

In witness whereof, said Saint Croix and Chippewa Falls Railroad Company has caused these articles to be signed by its president and countersigned by its secretary, respectively thereunto duly authorized by vote of the corporation and its common and corporate seal to be hereunto affixed, and said Saint Paul and Saint Croix Railroad Company has caused these Articles to be signed by its president and Countersigned by its secretary, respectively thereunto duly authorized by vote of the Corporation and its common and corporate seal to be hereunto affixed this twenty eighth day of June A.D. Eighteen hundred and eighty four

Seal

Saint Croix and Chippewa Falls Railroad Company
by Joseph L. Colby President

Countersigned
Howard Morris Secretary
Saint Paul & Saint Croix Railroad Company
By. Henry F Wenzell President
Countersigned
Howard Morris
Secretary

Seal

State of Wisconsin
County of Milwaukee } ss. Be it remembered that on this 28th day of June A.D. 1884. personally appeared before me the above named Joseph L. Colby president of the Saint Croix and Chippewa Falls Railroad Company, to me known to be the person who executed the foregoing Articles of Consolidation, and acknowledged the same to be the free act and deed of himself individually and of said Corporation.

Witness my hand and notarial seal this 28th day of June A.D. 1884.

Seal

William Shimwell
Notary Public
Milwaukee Co Wis.

State of Minnesota
County of Ramsey } ss.

On this 28th day of June A.D. 1884. before me appeared Henry B. Wenzell to me personally known, who being by me duly sworn did say that he is the president of the Saint Paul and Saint Croix Railroad Company, and that the seal affixed to the foregoing Articles of Consolidation is the corporate seal of said corporation and that said Articles of Consolidation were signed and sealed in behalf of said corporation, pursuant of express vote by said corporation and its Board of directors, and said Henry B. Wenzell acknowledged said Articles of Consolidation to be the free act and deed of said Corporation.

Witness my hand and seal of office this 28th day of June A.D. 1884.

Hanson C. Coxe
Notary Public
Ramsey County
Minnesota

Seal

Extract from Records of the St Croix and Chippewa Falls Railroad Company.

Pursuant of due notice, the stockholders of the St Croix and Chippewa Falls Railroad Company, convened at the office of Howard Morris Esq. Secretary of said Company, N 112. Wisconsin Street in the City of

Milwaukee, at 3 o'clock P.M. of Monday the 23d day June A.D 1884, and thereupon, Stockholders representing all the issued capital stock of said Company being present, the following resolution was unanimously adopted, to wit:

Voted That the Articles of consolidation to be dated on or about the 28th day of June A.D 1884, by and between this company and the Saint Paul and Saint Croix Railroad Company, a corporation created, organized and existing under and by virtue of the laws of Minnesota, be and the same hereby are unanimously approved and that the president and Secretary be and they hereby are instructed and authorized to execute and deliver the same under the seal of this corporation for and in behalf of this corporation, and that the same, when duly executed and duly filed and recorded according to law, be entered at length on the records of this corporation.

State of Wisconsin
County of Milwaukee } ss.

We, Joseph L. Colby, president, and Howard Morris Secretary of the St Croix and Chippewa Falls Railroad Company, do hereby certify that the persons hereinafter named are the sole holders of stock in and of the said Saint Croix and Chippewa Falls Railroad Company, and that the number of shares of such stock held by them respectively is correctly stated and set opposite their names, to wit. =

Joseph L. Colby	Two shares
William P. Fitch	Two shares
Frederick Abbot	Two shares
George B. Dunbar	Two share
Howard Morris	Two shares

We do hereby further certify that the above and foregoing vote was duly passed at a meeting of the Stockholders of said company, held at the office of the Secretary of said company, Howard Morris Esq No 112 Wisconsin Street in the City and County of Milwaukee and State of Wisconsin, at 3 o'clock P.M. of Monday, the 23d day of June A.D. 1884, after due notice, and that holders of stock in said Company, representing all of the issued capital stock of said company were present and voted in favor of said resolution.

Witness our hands and the seal of said Saint Croix and Chippewa Falls Railroad Company, this twenty eighth day of June A.D Eighteen hundred and eighty four.

Seal

Joseph L Colby
President of the Saint Croix and Chippewa Falls R R. Co.

Howard Morris
Secretary of the Saint Croix and Chippewa
Falls R.R. Co.

We the undersigned Stockholders in the St Croix & Chippewa Falls Railroad Company, and respectively owning the number of shares of the Capital Stock of said Company, set opposite our respective names, do hereby assent to the consolidation of said company with the Saint Paul and Saint Croix Railroad Company, a corporation, organized, created and existing under and by virtue of the laws of the State of Minnesota, and do hereby consent to and approve of the terms and conditions of such consolidation provided and set forth in the Articles of consolidation foregoing.

Joseph Colby	Two shares
W. G. Field	Two shares
Frederick Abbot	Two shares
Geo. F. Dunbar	Two shares
Howard Morris	Ten shares

Extract from the Records of the Saint Paul and St Croix Railroad Company.

Pursuant of due notice, the stockholders of the Saint Paul and Saint Croix Railroad Company, convened at the Office of Henry P. Wenzell Esq. president of said company Room 32. Gilfillan Block in the city of Saint Paul, Minn. at – 9 – o'clock A.M. of Friday the 27th day of June A.D. 1884, and thereupon, Stockholders representing all of the issued capital stock of said company being present, the following resolution was unanimously adopted, to wit:

Voted, that the articles of consolidation, to be dated on or about the 28th day of June A.D. 1884 by and between this company and the Saint Croix & Chippewa Falls Railroad Company, a corporation created, organized and existing under and by virtue of the laws of Wisconsin, be and the same are hereby unanimously approved, and that the president and the secretary be and hereby are instructed and authorized to execute and deliver the same under the seal of this corporation, and that the same when duly executed and duly filed and recorded according to law, be entered at length on the records of this corporation.

State of Minnesota }
County of Ramsey } ss.

We Henry P. Wenzell, President, and Howard Morris Secretary of the Saint Paul and Saint Croix Railroad Company, do hereby certify that the persons hereinafter named are the stockholders of stock of the said Saint Paul and St Croix Railroad Company

and that the number of shares of such stock held by them respectively is correctly stated and set opposite their names, to wit:

Howard Morris	Ten shares
Henry W Wenzell	one share
James J Flanders	one share
William H. Lightner	one share
Brigham Bliss	one share

We do hereby further certify, that the above and foregoing vote was duly passed at a meeting of the Stockholders of said Company, held at the Office of Henry P. Wenzell Esq. president of said company Room 32 Gilfillan Block, in the City of St Paul Minn. at – 9 – o'clock A.M. of Friday the 27th day of June A.D. 1884 after due notice and that holders of stock in said Company, representing all of the issued capital stock of said Company were present and voted in favor of said resolution.

Witness our hands and the seal of said Saint Paul and Saint Croix Railroad Company this twenty eighth day of June A.D. 1884

Henry P. Wenzell
President of the Saint Paul and Saint Croix R.R. Co

Seal

Howard Morris
Secretary of the Saint Paul & Saint Croix R.R. Co.

We the undersigned, stockholders in the Saint Paul and Saint Croix Railroad Company and respectively owning the number of shares of the Capital Stock of said company set opposite our respective names, do hereby assent to the consolidation of said Company with the Saint Croix and Chippewa Falls Railroad Company, a corporation organized, created and existing under and by virtue of the Laws of the State of Wisconsin, and do hereby consent to and approve of the terms and conditions of such consolidation provided and set forth in the Articles of Consolidation foregoing.

Howard Morris	Ten shares
Henry P. Wenzell	One share
James J. Flanders	one share
William H Lightner	one share
Brigham Bliss	one share

Recorded 30th June 1884 J & B.

Milwaukee Wis. June 25th 1884

An adjourned meeting of the board of directors of St. Paul Eastern Grand Trunk Railway Company held at the office of the Company in the City of Milwaukee and State of Wisconsin on the 25th day of June A.D. 1884 at four o'clock P.M.

Present Messrs Reed, Conro, Hasbrouck, Candee, Cottrill, Elwell, Whitcomb, Cary and Allibone.

Meeting called to order by the Vice President, H. P. H. Reed.

The minutes of the previous meeting were read and approved.

Mr Cary moved the adoption of the following resolutions, viz:

Whereas, it appears to this board that the line of this Company's road can be improved by the alteration of the route of said road hereinafter made:

Resolved, That the route of the road of this Company as designated and declared in its Articles of Association and as subsequently altered by a resolution of the board of directors of said Company filed in the office of the Secretary of State of the State of Wisconsin on the 14th day of October 1882 and recorded in Volume 5 of railroad Mortgages on page 550, be and the same is hereby altered as follows viz: From the City of Shawano in the County of Shawano and State of Wisconsin said route is to run through said County of Shawano to and into the County of Waupaca in said State and to a point of junction with the railroad of the Milwaukee, Lake Shore and Western Railway Company at or near Clintonville in said last named county, and from thence through said County of Waupaca to and into said County of Shawano to the route designated in said Articles of Association and thence westward upon the route designated in said Articles of Association as altered by the said resolution filed and recorded as above states.

Resolved, That the road hereafter to be constructed by this Company upon the said route as altered by the foregoing resolution shall be, and is hereby declared to be covered by and subject to the mortgage executed by this Company to the American Loan and Trust Company of New York as trustee and bearing date November 27th 1882.

Mr Candee seconded the motion and thereupon the vote upon the question of the adoption of the resolutions was carried and taken as follows:

For the adoption

Messrs. Reed, Conro, Hasbrouck, Candee, Cottrill, Elwell, Whitcomb Cary and Allibone – 9 votes

Against the adoption – None.

The resolutions were thereupon declared to have been adopted by a two-thirds vote of the whole board.

State of Wisconsin }
County of Milwaukee } ss

We, Thad. C. Pound as President of the St. Paul Eastern Grand Trunk Railway Company and A. D. Allibone as Secretary of said Company, do hereby certify, that we have compared the foregoing copy with the original record of the proceedings of the board of directors of said railway Company, at a meeting of said board held at the office of said company in the City of Milwaukee and State of Wisconsin on the 25th day of June A.D. 1884, at four o'clock P.M. and that it is a correct transcript therefrom.

In Witness Whereof, we have hereunto set our hands and affixed the corporate seal of Said St. Paul Eastern Grand Trunk Railway Company the ninth day of July A.D. 1884.

Seal

Thad. C. Pound President

A. D. Allibone Secretary.

Recorded July 10th. 1884. P. & J.

Endorsed

This Indenture of Trust and mortgage, made this first day of May A.D. Eighteen hundred and eighty four, by and between the Saint Croix and Chippewa Falls Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, party of the first part, and John A Stewart of the City, County and State of New York, and Edwin H. Abbot of Milwaukee, in the County of Milwaukee and State of Wisconsin, parties of the second part.

Witnesseth, that

Whereas, said Saint Croix and Chippewa Falls Railroad Company owns all the railroad built and to be built on its line located from the point in Government Lot Four (4) Section Seven (7) Township Twenty eight (28) North, of Range Eight (8) West of the Fourth principal meridian, where the track of this company joins the track of the Chippewa Falls and Western Railway, in or near the city of Chippewa Falls, on Chippewa River, in the County of Chippewa and State of Wisconsin, thence running about Eighty (80) miles, more or less, Westerly, to a point on the boundary line between the State of Wisconsin and the State of Minnesota in the South East fractional quarter (¼) of Section One, Township Thirty (30) North, of Range Twenty (20) West of the Fourth principal Meridian, in the county of St. Croix in said State of Wisconsin, together with all the lands, easements, properties, franchises and privileges, of every nature and description, acquired through its incorporation under the laws of the State of Wisconsin, —and

Whereas said Company now proposes to issue on its said railroad, which is estimated to be and for purposes of this indenture is agreed to be Eighty (80) miles, the following securities, to wit: - Two million dollars ($2,000,000) face value, of First Mortgage Bonds, as herein after described, and Five Hundred and sixty thousand dollars ($560000) face value, of Income Bonds, as hereinafter described, and desires to secure, as hereinafter stated, the payment of the principal and interest of both classes of said bonds by this mortgage or deed of trust, with the respective rights and priorities among themselves, as herein after set forth, to the parties of the second part, and to make said bonds issued thereunder to have and possess, subject among themselves to said priority of the first mortgage bond over the income bond, the first lien on all of said first party's line, built and to be built, as aforesaid, as well as upon all the rolling stock, motive power, equipment, lands, and other property of every sort and description, real and personal and all its tolls, incomes, rents, and revenues of every sort howsoever appertaining to said Saint Croix and Chippewa Falls Railroad Company, and howsoever arising from the operation and use of its said property; and

Whereas said first party hereby covenants that, when its said railroad is completed and the bonds hereby authorized thereupon are all issued, the total amount

first mortgage bonds and the total amount of all its of all its income bonds, respectively so issued and outstanding on the said railroad between the points above described, shall not then exceed the amount above stated for each kind of bond respectively and further covenants that, upon any future extension of said railroad, bonds shall not be issued in any greater amount than at the rate per mile above stated for each kind of bond above described; and

Whereas the entire bonded debt heretofore styled first mortgage bonds, of the first party, shall be issued in and represented by one bond for the sum of Two million dollars ($2,000,000) payable in Thirty (30) years from the first day of May, A.D. 1885, with interest accruing thereupon at the rate of Six (6) per centum per annum upon said bond; and

Whereas the entire bonded debt, heretofore styled income bonds of the first party, shall be issued in and represented by one bond for the sum of Five hundred and Sixty thousand dollars ($560,000), payable in Thirty (30) years from the First day of May, A.D. 1885, with interest accruing thereupon at the rate of Five per centum per annum upon said bond, said interest being payable semi - annually on both kinds of said bonds on the first days of May and November in each year, and the first instalment of interest on each of said two bonds, maturing upon the first day of November A.D. 1885 and both said bonds being made payable to the order of Colby and Finney contractors; and

Whereas said first mortgage bond and said income bond are to be of the tenor of the copies hereto annexed; and

Whereas it is proposed that the said Saint Croix, and Chippewa Falls Railroad Company shall be consolidated with the Saint Paul and Saint Croix Railroad Company under the name of the Minnesota, Saint Croix and Wisconsin Railroad Company, and that said consolidated company shall issue its own first mortgage bonds and income bonds, dollar for dollar, equal in amount and similar in terms to the bonds issued by said two original corporations, except that the bonds issued by the consolidated company will be each for the sum of one thousand dollars ($1000) with interest coupons attached; and

Whereas the bonds hereafter to be issued by said consolidated company are to be issued in exchange and substitution for the corresponding first mortgage and income bonded indebtedness of said two original companies, and said consolidated bonds will be subrogated to all the rights severally inhering in the bonds originally issued by said two original companies, so that said first mortgage bonds and said income bonds issued by said consolidated company shall have and possess all the rights, liens, priorities, equities and privileges which attached respectively to the original first mortgage bonds and income bonds of each of said two original corporations; and

Whereas said contractors are authorized to assign the bonds by them received

from the corporation to the trustees named in the bonds, issued by said consoli-
-dated company, and said trustees are thereafter to hold said assigned bonds of
this company for the protection of the bonds, both first mortgage and income,
respectively hereafter to be issued in exchange, and substitution therefor by
said consolidated company, and said assigned bonds are to be deemed and be
of full force and virtue for every purpose whenever and if and so far as may
be requisite for the protection of the bonds or indebtedness of said consolidated
corporation or any of the bonds issued by said consolidated company, and shall
be, for all purposes, held to possess, in the hands of the trustees of the mort-
-gage and trust indenture of the Minnesota, Saint Croix and Wisconsin Rail-
-road Company, the full character of bona fide bonds held by said trustees as
purchasers in good faith for full value, and without impeachment for any
cause whatsoever in case of the enforcement of said assigned bonds against said
first party;

Now therefore the Saint Croix and Chippewa Falls Railroad Company a
corporation duly established under the laws of the State of Wisconsin, for and in
consideration of one dollar and divers other good and valuable considera-
-tions, receipt whereof, is hereby acknowledged, has granted, bargained, sold,
assigned, transferred, released, conveyed and confirmed unto said John A.
Stewart and Edwin H. Abbot, as they are Trustees herein named, par-
-ties of the second part, all that railroad known as the Saint Croix and
Chippewa Falls Railroad, constructed and to be constructed, or acquired,
maintained and operated from the point in Government Lot Four (4)
Section Seven (7) Township Twenty eight (28) North of Range Eight (8)
West of the Fourth principal meridian where the track of this company
joins the track of the Chippewa Falls and Western Railway in or near
the city of Chippewa Falls on Chippewa River, in the County of
Chippewa and State of Wisconsin, theme running about Eighty (80)
miles, more or less, Westerly, to a point on the boundary line between
the State of Wisconsin and the State of Minnesota in the South East
fractional quarter (¼) of Section one (1) Township Thirty (30) North of
Range Twenty (20) West of the Fourth principal meridian, in the
County of Saint Croix in said state of Wisconsin, together with all
its lands, acquired and to be acquired, as well as all its rights of way
depot grounds, tracks, bridges, viaducts, culverts, fences, and other structures,
depots, station houses engine houses, car houses, freight-houses, wood-
-houses and other buildings, built and to be built and all machine
shops held and to be held for use in connection with said railroad
or any part thereof and the business of the same, and also all loco-
-motives, tenders and other motive power, rolling stock, cars, coaches,
equipment, and all machinery, tools, implements, fuel and materials
for constructing, operating and repairing or replacing the said railroad,

or any part thereof, or any of the equipment or appurtenances of the said rail-
-road, or any part thereof, and also all revenues, rates, tolls, sums of money
and income arising and to arise from the said railroad or from the premises
hereinbefore expressed to be conveyed, and any of them; and also all corpor
-ate and other franchises, powers, and privileges connected with or relating to
the said railroad, or to its construction, maintenance or use, or other-
-wise belonging to said company, and also all ties, iron or steel rails,
fish-plates, spikes, piles, bridges, bridge-materials, telegraph-poles,
telegraphic materials, bar iron, oil, waste, fuel and every sort of
railroad supplies, acquired or to be acquired, used or to be used
in the construction or operation of any part of said railroad, whether
now completed or hereafter to be built, together with all appen-
-dages, appurtenances and movable property of every kind, and all
-improvements, extensions and additions, now or hereafter made
or to be made to or upon any and all of the above described railroad
and other property of said company, together with all easements, lien-
-ses and property, estate and rights of any nature whatsoever, whether
real or personal, corporeal or incorporeal, to which said first party
now is or may hereafter be or become in law or equity entitled
as appertaining to said railroad above described; meaning and
intending hereby that the lien of this trust shall attach to and
upon every part of the premises above described, from the moment
that right or title thereto shall vest in said railroad company and
also all the books of account, deeds, leases, certificates, contracts, re-
-cords, papers, vouchers, and other documents, relating, or appert
-aining to the title and the business, past, present and future
of said Company; provided however, that nothing herein shall be con-
-strued to prevent said Railroad Company from hereafter severately
mortgaging, any extension of its said railroad, or any branches thereof
which are not included in the premises described in this deed of trust and
which may be hereafter built or acquired, or to prevent it from creа
-ting a prior lien, by mortgage or otherwise, upon any property
whatever which it may hereafter acquire, whether real or personal,
in order to secure payment of the purchase money thereof.

To Have and to hold, all and singular the above mentioned
and described railroad and other property, and all other the premises here-
-inbefore expressed to be conveyed, with the appurtenances thereof, and
all the rights, easements, hereditaments, and privileges thereunto appertaining
or belonging, to the said John A. Stewart, and Edwin H. Abbot, their
heirs and assigns, survivors and survivor, successors and successor, their
and his heirs, and assigns, to their and his sole use and behoof forever,
but in trust always, for the purpose of securing to said Trustees the

survivors and survivor, successors and successor, or to the lawful holder of said bonds the payment of the bonds hereinbefore described, together with interest thereon, according to the tenor of said bonds respectively, and the priorities herein declared between the several classes thereof; and for the further carrying into effect the convenyance herein expressed, said company doth hereby appoint John A. Stewart and Edwin H. Abbot, their survivors and survivor, successors and successor, in said trust, to be the attorneys and attorney of said company to take and demand from any and all persons, whomsoever, and to receive delivery from them of all and every the sums of money, goods, chattels and effects of said Company herein before expressed to be assigned, and to give effectual releases and discharges therefor, and to appoint for all or any purpose aforesaid in their discretion at the expense of said company an attorney or attorneys, agent or agents, and from time to time to revoke said appointment, and to use the name of said company, and generally to act in the particular premises as said trustees for the time being, shall think expedient for the effectual performance of their trust.

And it is hereby mutually agreed and declared by and between said company, and each and every holder of said bonds by and through said trustees, each with the other, that said trustees and their successors and successor, for the time being in said trust, shall respectively stand possessed of all and singular the premises herein before mentioned with all the powers herein expressly granted, in addition to all the customary powers of such trustees upon and for the trust intents and purposes following, that is to say:

Article First. All interest upon said first mortgage bond shall, in any and all legal proceedings instituted by said trustees for the effectual securing thereof, have priority in the order in which the several instalments respectively mature, and all instalments of interest on said income bonds shall have priority among themselves in the order in which they respectively mature; provided however, that said first mortgage bond, together with each and every instalment of interest thereon, shall at all times have priority over said income bond and the interest matured thereon.

It is further expressly agreed that no action at law shall be maintainable on any instalment of interest, whether of said first mortgage bond, or of said income bond, by the holder thereof without the consent of the trustees or trustee for the time being, previously to such suit, being obtained in writing; nor, in any event, after the default, on which the right of action is based, shall have been waived by written notice to said Company, or otherwise, either by the holder of said first mortgage bonded indebtedness, or, as to said income bond, by the holder of said income bonded indebtedness, or, as to both and each of said bonds, by the trustees for the common benefit of all the bonded indebtedness or any part of it, whether first mortgage or income, as herein after provided. Said Company covenants, and every person who at any time becomes the holder of either bond of either class hereby secured, hereby in and by his acceptance thereof covenants to with and through said trustees, and with said company, and each and all other persons who shall ever become holders of either of said classes of bonds, that this indenture enters into and forms a part of each such bond; and agrees and admits that this indenture fixes the rights, duties and liabilities of said Company, so far as they are herein expressed, upon and under each and every bond, which is secured by this deed of trust, and defines and fixes the rights, duties and liabilities of said trustees, their survivors, survivor, successors, successor and assigns, and each and all of said bondholders, both as to said trustees, and among themselves, and as to each other, and as to said Company; and does hereby agree to the following articles, to wit:

Article First. Said Company covenants to pay the principal of and interest upon each said bond, according to the respective tenor thereof, so long as there is not any default or breach of the stipulation of this indenture, to the holder of said bond, when and as the same shall respectively become due and payable according to its tenor and effect; and covenants after such default, to pay the same to the trustees or trustee for the time being, and also covenants to pay every and all taxes at any and every time assessed on said bonds by the United States, so that the holder thereof shall receive the full amount of each of his said bonds without deduction on account of any federal taxation; provided however, that, upon any default or breach of condition hereof, and after demand has been made upon said company for payment of said bonds or any instalments of interest thereon, by said trustees, their successor or successor, all rights and right of action, whether at law or in equity, upon each and every and any of said bonds, shall thereafter vest exclusively in said trustees, their successors or successor, for the equal proportionate benefit of the holders of said bonds, according to their respective priorities, that is to say: First. For the benefit of the first mortgage bond, and interest. Second. For the benefit of the income bond and interest. It is further agreed that said rights of action shall vest exclusively, as aforesaid, in said trustees for the equal proportionate benefit of all the bonded indebtedness, secured hereby according to the priorities herein before declared.

Article Second. All the property and estate herein conveyed and all moneys received from the sale of the same or any part thereof, shall, after deducting the expenses of this trust, be held and applied, and is hereby pledged to the proportionate payment of said bonds and the interest thereon, when and as the same shall become due, and payable, according to their tenor and effect, and according to the priority herein declared in reference to said classes of bonds.

Article Third. Said Company covenants further, well and truly to keep and perform all the things specified in this indenture to be by it kept and performed according to its true meaning and intent, provided always that nothing herein contained shall deprive or limit the control of said company over the mortgaged property, prior to any default, or shall limit its control, after waiver of any such default from time to time according to the provisions of this indenture, or shall prevent said Company, after consent previously thereto in writing obtained from said trustees, their successors or successor, from selling disposing of or changing any of its motive power, rolling stock, equipment or personal property, whenever said Company shall deem it expedient for the good management of said railroad so to do; and said Company, its successors and assigns covenants and agrees to waive, and does hereby waive the benefit of every extension, stay, appraisement, or reduction law, which has been hitherto, or may hereafter be enacted in said State of Wisconsin, and hereby consents that the trustees, or trustee for the time being, personally or by agent, may at all times have full and free access to said company's books, records and accounts, with right to take copies thereof, in whole or in part; provided, however and this indenture is executed upon the express condition, that upon full payment and satisfaction of said bonds and all of them, and all the interest due thereon, or in case of the conversion thereof into stock in any new company or corporation hereinafter described as to be formed after any foreclosure or other conclusion of this trust, then, upon exhibition to the trustees for the time being, their successors or successor, of all the cancelled bonds and proof of full payment of all charges and expenses and liabilities incurred in the administration of this trust, all the estate, right, title and interest of the trustees for the time being shall cease and determine, and upon written request therefor by said company, its successors or assigns, the trustees for the time being shall execute and deliver to it or them, all proper releases or satisfaction thereof; but otherwise this indenture shall be of full force.

Article Fourth. The trustees for the time being are authorized from time to time to appoint a register and employ such clerks and assistants as they deem necessary from time to time for the administration of this trust.

Article Fifth. Said Company shall from time to time, and at all times hereafter, and as often as thereunto requested by the trustees or the trustee for the time, execute, acknowledge and deliver to them or him all such further deeds, conveyances and assurances in the law for the better assuring unto them, their successors and successor, herein, upon the trusts herein expressed, the railroad and property hereinbefore mentioned, and all franchises now held by said company as well as the franchise to be a corporation whenever and so far as shall by the trustees

be deemed expedient; and said company shall furnish to said trustees, their successors and successor, from time to time, whenever so requested in writing, a true and full inventory of all the moveable property, appertaining to said railroad and the operation thereof, and covered by this indenture; but no failure to demand or furnish said inventory shall impair or limit the operation and effect of this indenture upon any and all of the property herein generally described as covered by this indenture.

Article Sixth. The trustees or trustee for the time being, are authorized, in their discretion, upon the written request of said company, to consent, from time to time, to such change and changes in the location of track, roadway, stations and station grounds, and to the sale, substitution and exchange of motive power, rolling stock, machinery and equipment, as they deem for the interest of their trust, provided however, that all substituted property of any and every description shall be deemed to be and be brought within this trust as fully as if the same had been expressly described in this indenture. The trustees for the time being are authorized to execute all releases and other writings which they from time to time deem necessary, in order to effectuate such sales, Exchanges and substitutions.

Article Seventh. At any sale of the aforesaid railroad, its equipment, appurtenances, or any part thereof, or any portion ~~thereof~~ of the trust premises, the trustee or trustee for the time being may bid off and purchase, or cause to be bid of and purchase the property so sold, or any part thereof, in behalf of the holders of bonds then in default under this instrument, and outstanding, in proportion to the respective interests of such bondholders, subject to the priorities herein declared among them, at such price as said trustee deem reasonable, if but a portion of said property be sold; and, if all of it be so sold, then at a price not exceeding in all the whole amount of such outstanding first mortgage bond and income bond, together with the interest accrued thereon, and nothing herein shall be construed to limit the trustees or trustee for the time being, in the exercise of their or his discretion so to purchase but the same shall be absolutely in their or his discretion as they or he deems the common and equal proportionate benefit of the bonds hereunder secured shall require, subject to said priorities.

Article Eight. If any and whenever from time to time any judicial foreclosure, or other sale or sales of the whole or any part of the premises covered by this indenture shall be made under any decree of any Court having jurisdiction thereof under provisions of this indenture, and the power of sale herein granted, and the holder of the then outstanding first mortgage bond shall in writing so request the trustees or trustee for the time being, then said trustees

or trustee are authorized to purchase the premises, or so much of them as shall be so sold and covered by this indenture and to apply the same for the use and benefit, first of the then outstanding first mortgage bonded indebtedness, and second, of the income bonded indebtedness, secured under this indenture; and all right and title to said premises shall, after and upon such purchase vest in said trustees or trustee for the time being; and the bondholder of either class shall have no right to the premises, or proceeds thereof, except subject to the priorities created and declared in this indenture to wit: that the said first mortgage bonded indebtedness shall be paid in full, principal and interest thereon accrued, before said income bonded indebtedness shall receive any dividend from the proceeds, but any surplus, remaining after payment in full of said first mortgage bonded indebtedness, shall be applied pro rata upon said income bond and its accrued interest, the overdue interest upon said income bond to be paid in full, with interest thereon at five (5) per centum per annum, in the order in which the several instalments respectively mature. If such sale be of the whole property and the same be bid in for the benefit of the first mortgage bonded indebtedness, a principal less than the amount of said first mortgage bonded indebtedness, then said first mortgage bondholder shall receive only his pro rata share of the proceeds of the purchased premises, as represented in a new company or corporation, to be formed for the benefit of the holder of the first mortgage bonded indebtedness hereby secured; and said trustees may take such lawful measures, as in their judgment are for the interest of said first mortgage bondholder in organizing a new company or corporation for the benefit of the holder of the first mortgage bonded indebtedness hereby secured. Said new corporation shall be organized upon such terms, conditions and limitations, and with such allowance to other parties interested in said premises, and in such manner as the holder of the outstanding first mortgage bonded indebtedness shall, in writing direct; and the trustees shall thereupon, re-convey the premises so purchased by them to said new company or corporation so as aforesaid organized.

Article Ninth. If default be made in the payment of the interest on said first mortgage bond according to its tenor and such default shall continue for the period of six (6) months after such interest shall have become due and after payment shall have been demanded by the trustees and refused by said Company, the principal of said bonds, both first mortgage and income shall, at the election of the trustees, or of the trustee for the time being, but not otherwise, be and become immediately due and payable, any thing contained in said bonds, or in this indenture, to the contrary notwithstanding.

Article Tenth. If default be made in the payment of any interest or principal upon the first mortgage bond, secured by this indenture, when and as the same is payable, and such default continue for six (6) months after demand made by trustees or trustee for the time being, at the principal office of the Company, for the payment of the same, the trustees are authorized and empowered, in their discretion, to enter upon, and sell at public auction in the city of Milwaukee, after notice in writing to the Company and publication of a notice of said proposed sale, at least twice a week for eight (8) weeks, in one or more newspapers printed in said city of Milwaukee and such other place or places as the trustees think proper, the whole of said Company's lands, railroad and other property, or so much thereof as shall be necessary to retire such overdue obligations of said Company. The trustees or trustee for the time being may adjourn such sale from time to time in their discretion; and if so adjourned, make the said sale at the time and place to which the same shall be so adjourned; and may make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds of the same in fee simple, and said sale, so made as aforesaid, shall be a perpetual bar, both in law and equity, against said company and all other persons lawfully claiming or to claim said premises or any part thereof, by through from or under said Company; and, after deducting from the proceeds of such sale, just allowances for all expenses of such sale as well as all attorneys' and counsels fees and all other Expenses, advances and liabilities which said trustees may have made or incurred in the premises, and also all payments which may have been made by them for taxes or assessments for charges and liens, prior to the lien of these presents, if any, on the said premises, or any part thereof, as well as reasonable compensation for their own services, said trustees shall apply the net proceeds to the payment; first, of the principal of the aforesaid first mortgage bond, and interest thereon; and second, to the payment of the interest which shall have at that time accrued and be unpaid, subject to the respective priorities herein declared, upon said first mortgage bond; and third, if, after satisfaction of said first mortgage bond and interest, and the interest thereon, any surplus shall remain, said trustees shall apply the same to the payment of the income bond and the overdue interest thereon, pro rata; and fourth, if any surplus shall then remain after both the first mortgage and income bonded indebtedness, and all costs and expenses are paid in full, said trustee shall pay the net residue over to said company, or to such other parties as shall be entitled lawfully to receive the same. If such sale be of only part of the

mortgaged premises this power of sale may be executed; whenever and as often as such default may happen, and the trustees or trustee ~~or trustee~~ for the time being, deem it expedient to exercise such power.

Article Eleventh. If default be made at any time in payment of any interest or principal secured by this indenture according to its tenor and effect, or in any requirement to be taken or kept by said company, and such default continue for six (6) months after demand by the trustees for such payment, or after notice of such requirement made or given by them in writing to said Company, then the trustees or trustee for the time being, may in their discretion personally, or by their attorneys or agents, enter into and upon all and singular the premises hereby conveyed or intended so to be and each and every part thereof and may henceforth have, hold, use and operate the same by themselves, their superintendents, managers receivers, servants, attorneys or agents, and conduct the business thereof and make from time to time all repairs, replacements, alterations, additions, spurs, branches, extensions and improvements thereupon, as they or he deem necessary or expedient for the proper accomodation, or increase of the business of said railroad; and may collect and receive all tolls, freight, income, rents, issues, and profits of the same, and every part thereof; and, after deducting all expenses of operating said railroad and conducting its business and of making all said repairs, replacements, alterations, additions, spurs, branches, extensions, improvements and payment of all demands for taxes, assessments, charges or liens prior to the lien of these presents upon the premises, or any part thereof, and reserving reasonable compensation for all their own services, and the services of their attorneys and of all other persons by them employed said trustees shall apply the moneys arising as aforesaid, so far as the same are applicable, under the provisions of this indenture, as if no such default had occured, to the payment of interest upon the bonds intended to be secured by this mortgage, in the order in which said interest is payable according to the priorities herein created among said classes; and after all interest which shall have become due, is paid, and regular future payment of said interest, as it matures, appears in the judgement of said trustees to be probable, the trustees shall restore the premises aforesaid to the possession of said company, subject, however, to the covenants and conditions of this indenture in the same manner and to the same extent as if no such entry had ever been made. This power of entry may be exercised as often as occation therefore shall arise in the judgment of the trustees pending this trust, and said trustees may continue to exercise the power herein granted for such period or periods as they may deem expedient, unless and until the holders of the bonded indebtedness shall otherwise in writing

request.

Article Twelfth. The trustees or trustee for the time being are authorized in their discretion to enforce the rights of the bondholders under these presents in cases of default as shall be most expedient in their discretion, for the common and equal benefit, first, of all the first mortgage bonded indebtedness and second, of all the income bonded indebtedness, secured by this indenture, subject to the priorities herein created and and according to the tenor and effect of this indenture, subject however, to the following restrictions and limitations.

I. If such default be in any other thing than in payment of the interest upon, or the principal of said first mortgage bond, the trustee, or trustee for the time being, are authorized at their or his discretion, and without appeal or control by said bondholders, to waive or enforce the rights, arising by reason of such default under this indenture in such manner and to such extent as they or he deem for the interest of the trust.

II. If such default be in the payment of any interest upon, or the principal of, said first mortgage bond, then upon written requisition, served upon the trustees, or trustee for the time being, and signed by the holders of not less than twenty five (25) per centum of the equitable ownerships in the aggregate amount of all first mortgage bonded indebtedness, then outstanding in default, together with indemnification by the person making such requisition to the trustees, or trustee for the time being, against all costs and expenses by said trustees or trustee to be incurred, and of each of them, in case of the refusal or neglect of the other equitable owners, to enforce the rights of the holder of such first mortgage bond then in default, by entry, sale or legal proceedings in such manner and only so far as shall be expedient for the common and equal proportionate benefit of all such equitable ownership in such first mortgage bonded indebtedness. Such upon such written requisition, signed by the holders of a majority of the equitable ownerships of all the first mortgage bonded indebtedness then outstanding under this indenture, and accompanied, if said trustees or trustee so elect, with the deposit in the hands of said trustees or trustee, of an assignment of the proof of ownership of the major part of all said outstanding bonded indebtedness in indemnification and support of said trustees or trustees action, then it shall be the duty of the trustees or trustee for the time being, to enforce the rights of the first mortgage bond holder in the manner and to the extend prescribed in such requisition, and not otherwise unless such prescribed action shall be modified, recalled or changed by subsequent similar requisition or requisitions from time to time made, provided

however that, said prescribed action conforms to the provisions of this indenture and does not impair any rights vested, under this indenture, in the holders of the minor part of such equitable ownership in said first mortgage bonded indebtedness, as do not join in signing such requisition or requisitions, and does not impair any rights which may be vested under this indenture in said income bond, against said first mortgage bond; it being the intent of this provision to secure to the holders of the majority in interest of all outstanding equitable ownerships in said first mortgage bonded indebtedness secured under and by this indenture the same control in prescribing the action of the trustees in such event, as the holders of a majority of said Company's stocks possessed in the management of said Company before such default.

III. No provision of this indenture shall be construed to impair or limit the power of the trustees or trustee for the time being to act of their own motion, whenever, and if, and as they deem it expedient for the benefit of their trust and their cestuis qui trustent; and any action of either trustee or bond holders in waiving any default shall never be taken to affect any subsequent default, or to impair, at any time or in any manner any of the rights thereupon arising on the first default, or any subsequent default.

Article Thirteenth. The income bond issued under this indenture is entitled to be paid, principal and interest, when and as the same is by its tenor made payable; and the interest on said income bond is cumulative, and all the powers conferred upon said trustees for the benefit of the first mortgage bond, are also conferred upon the trustee, or the trustee for the time being, acting under this indenture, for the benefit of the income bond, provided however, that said income bonded indebtedness is at all times subsequent and inferior to the first mortgage bonded indebtedness; and provided further that said powers shall never be exercised, for the benefit of said income bonded indebtedness, against, or to the prejudice or impairment of the rights of the first mortgage bonded indebtedness to prior, full satisfaction and payment. Said income bond is payable, principal and interest, out of the income of said Company's Railroad and property, unless and until default is made upon the first mortgage bonded indebtedness under the terms of this indenture; but, in case of such default in such first mortgage bonded indebtedness under the terms of this indenture, its payment is deferred during continuance of such default, and in case of sale to satisfy said first mortgage bonded indebtedness, said income bond is payable only out of such surplus proceeds as shall remain after the first mortgage bonded indebtedness, principal and interest, shall have been paid in full. The interest on said income bond is payable when and as the

same matures, to its full amount, together with interest at the rate of five (5) per centum per annum on any and all deferred instalments; and any and all overdue and deferred instalments must be paid, with interest at the same rate before any dividend shall be made upon any stock of said Railroad Company; but, so long as the interest on said income bond shall be regularly and fully paid, the surplus income of said company shall be at the disposal of said Company.

Article Fourteenth. The word trustees, whenever used herein, shall be construed to include the trustees herein above named, and the survivors and survivor of them, and their and his successors and successor, survivors and survivor, acting for the time being, at any time, in the capacity of trustees or trustee under this indenture. The trustees and each of them, may at his and their discretion, employ or advise with counsel learned in the law, and all expenses thereof and all the personal expenses of the trustees in discharge of their trust, and all other reasonable and proper charges and expenses of the trustees, together with compensation for all the services by them or either of them rendered in their trust, shall be paid by said company as they are incurred; and otherwise out of the trust estate herein created; and whenever said trustees act under this trust, they are hereby invested with full power to submit, from time to time, any and all questions of law or fact, arising in the execution hereof, to arbitration; and also to compromise and settle, in their discretion, any and all such questions, and said Company hereby consents that, upon application of the trustees to any court of equity, having jurisdiction hereof, specific performance of any and all agreements and covenants herein contained or implied, shall be decreed to be performed by said Company, its successors and assigns.

Article Fifteen. Whenever said trustees shall be at any time reduced to One (1) in number from any cause, the trustee surviving or continuing shall thereupon be and become vested with every power, as well to fill vacancies among said trustees, as every other power conferred under this indenture upon the trustees named herein, without any further assurance or conveyance; and said surviving or continuing trustee may, with the consent of the holders for the time being of a majority of the equitable ownership of all the bonds then outstanding under, and secured by, this indenture of trust, appoint a new co-trustee by instrument in writing under his hand and seal, and cause the same to be recorded in the Office of the Secretary of State for the State of Wisconsin; and thereupon all the estate of the outgoing trustee, shall be vested in such new trustee, as fully as if he had been originally named in this indenture. If, for any cause, such vacancy shall remain unfilled for six (6) months, any

Judge of the Circuit Court of the United States, in either district of Wisconsin when application of the surviving or continuing trustee, or failing such application, then upon petition of said Company, may fill the vacancy by appointment of any suitable person, who shall thereupon be and become such trustee with the same power as if he had been originally named herein. If from any cause, there be total vacancy of the office of the trustees hereunder, the vacancy may be immediately filled by such Judge upon application by any bond holder, made as aforesaid, after ten (10) days notice to said Company.

Article Sixteenth. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to their acceptance of said trust by said trustees, that they shall not, in any manner, be responsible for any act, default or misconduct of each other, nor for any act, default or misconduct of any agent by them employed, nor shall either of them be answerable except for his own wilfull default or misconduct. Either and each trustee may resign and discharge himself of the trust created by this indenture, by notice in writing to said Company, its successors or assigns, and his co-trustee, if any, not less than three (3) months before such resignation shall take effect, unless same shorter time shall be mutually agreed upon to be adequate notice; and, thereafter, upon execution and delivery by him of a proper deed of release to his associate and successor in said trust, he shall be thereforth discharged.

Article Seventeenth. Whenever and if, and as often, as there is any failure on the part of said Company, to pay the interest on its income bond according to its tenor, although the interest on all its first mortgage bonded indebtedness may be punctually and regularly paid then the trustees, and trustee for the time being may in their discretion exercise for the benefit of said income bond, each and every the powers hereinbefore conferred upon them, relative to the first mortgage bond; and may, from time to time, take such action generally as they deem expedient, subject always to the first mortgage bonded indebtedness, to protect said income bond and procure or enforce payment of the interest thereon when and as it matures.

In witness whereof said Saint Croix and Chippewa Falls railroad Company has caused its common seal to be hereunto affixed and these presents to be signed by its President, and countersigned by its Secretary thereunto lawfully authorized by vote of the corporation, and said John A Stewart and Edwin H Abbot have hereunto, each for himself, set his hand and seal this first day of May A.D. eighteen hundred and eighty four.

Saint Croix and Chippewa Falls
Railroad Company
By Joseph L. Colby
President

Seal

Countersigned =
Howard Morris
Secretary

John A. Stewart seal
Edwin H Abbot seal

State of Wisconsin
County of Milwaukee } ss. Be it remembered that on this 24th day of June A.D. 1884. personally appeared before me the above named Joseph L. Colby, President of the Saint Croix and Chippewa Falls Railroad Company, to me known to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed of himself individually and of said Company

William Shimwell
Notary public
Milwaukee County
Wisconsin.

Seal

State of Wisconsin
County of Milwaukee } ss. Be it remembered that on this 24th day of June A.D. 1884 personally appeared before me Edwin H Abbott, to me known to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

William Shimwell
Notary Public
Milwaukee County
Wisconsin

Seal

State of New York
City and County of New York } ss. Be it remembered that on this first day of July A.D. 1884. personally appeared before me the above named John A Stewart, to me known to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed for the uses and purpose therein mentioned

Henry L. Thornell
Notary Public
N.Y. Co.

Seal

United States of America
State of Wisconsin

Number One $2000.000.

St Croix and Chippewa Falls Railroad Company.

Six per Cent First Mortgage Gold bond

The Saint Croix and Chippewa Falls Railroad Company a corporation duly existing under the laws of the State of Wisconsin hereby acknowledges itself to be indebted to Charles L. Colby and Frederick N. Finney Co-partners under the name and Style of Colby & Finney in the sum of Two Millions Dollars ($2000.000.) in the gold coined money of the United States which sum said railroad company promises to pay to said Colby & Finney or order on the First (1) day of May A.D. Nineteen hundred and fifteen (1915) ~~with the same to pay~~. This bond draws interest from the First day of May A.D. Eighteen hundred and eighty five (1885) until the same is paid at the rate of six (6) per centum per annum payable Semi-annually on the first days of November and May in each year, at the Office of said Company in the City of New York, and State of New York on presentation of this bond for endorsement of such payments thereon. This bond is the single and only first Mortgage bond issued by the Saint Croix and Chippewa Falls Railroad Company to said Colby and Finney in part payment for the construction and equipment by them of said Saint Croix and Chippewa Falls Railroad. Said bond when said railroad is completed from a point on the Chippewa Falls and Western Railway in Government Lot Four (4), Section Seven (7) Township Twenty Eight (28) North of Range Eight (8) West of the Fourth principal meridian in Wisconsin, where the track of this Company joins the track of the Chippewa Falls and Western Railway is or near the city of Chippewa Falls on Chippewa River in the county of Chippewa and said State, (theme running about Eighty (80) miles, more or less) Westerly to a point on the boundary line between the State of Wisconsin and the State of Minnesota in the Southeast fractional quarter (¼) of Section One (1) Township Thirty (30) North, of Range Twenty (20) West of the Fourth principal Meridian in the county of Saint Croix in said State of Wisconsin covers said completed railroad together with all its land, equipment and property of every nature and description, rates, tolls and income arising and to arise therefrom according to the indenture of trust and mortgage made this First (1) day of May A.D. Eighteen hundred and eighty four (1884) by and between said Company and John A Stewart and Edwin H. Abbot, Trustees, and is the first lien upon said completed railroad between said points and is secured by said indenture of trust and

mortgage of even date herewith executed between said Company and said Trustees and recorded prior to the certification of this bond in the office of the Secretary of State for the State of Wisconsin. The provisions of said indenture are expressly ~~made~~ by said indenture, and are hereby declared to be part of this bond. Recourse shall never be had for payment of this bond or any interest thereupon to any individual liability of any stockholder in said Company. This bond is not to be valid, unless and until certified by the signatures of both the trustees above named.

In Witness Whereof the Saint Croix and Chippewa Falls Railroad Company has caused its common seal to be hereto affixed and this bond ~~bond~~ to be signed by its President and Secretary and certified by said Trustees this First (1) day of May A.D. Eighteen hundred and Eighty four (1884)

Saint Croix and Chippewa Falls Railroad Company

By

President

Certified Secretary

By

Trustees.

United States of America.
State of Wisconsin.

Number One $560.000.

Saint Croix and Chippewa Falls Railroad Company.

Five per cent. Income Mortgage Gold bond

The Saint Croix and Chippewa Falls Railroad Company a corporation duly existing under the laws of the State of Wisconsin, hereby acknowledges itself to be indebted to Charles L. Colby and Frederick N. Finney co-partners under the name and style of Colby and Finney in the sum of Five hundred and sixty thousand dollars ($560.000) in the Gold coined money of the United States, which sum said Railroad Company promises to pay to said Colby and Finney or order on the first (1) day of May A.D. Nineteen hundred and fifteen (1915) This bond draws interest from the first (1) day of May A.D. Eighteen hundred and eighty five (1885) until the same is paid, at the rate of Five (5) per centum per

annum payable semi-annually on the first days of November and May in each year, at the office of said Company in the City of New York, and State of New York on the presentation of this bond for endorsement of such payment thereupon. This bond is payable according to its tenor, with cumulative interest, out of the net earnings only, applicable to such purpose, when the amount shall have been ascertained and declared by the directors of said company, but no dividend can be made on the stock while any interest on this bond is overdue and unpaid.

In case of foreclosure, or other sale under the trust deed, this bond is payable out of the proceeds, if any, which remain after all first mortgage bonded indebtedness shall have been previously paid.

Deferred instalments of interest draw interest at Five (5) per centum per annum, till paid in full. This bond is the single and only income bond upon said Company's railroad of about Eighty (80) miles, from a point on the Chippewa Falls and Western Railway, in Government Lot Four (4) Section Seven (7) Township Twenty Eight (28) North, of Range Eight (8) West of the Fourth principal meridian, in Wisconsin, where the track of this Company joins the track of the Chippewa Falls and Western Railway, in or near the city of Chippewa Falls, on Chippewa River in the county of Chippewa and said State, Westerly to a point on the boundary line between the State of Wisconsin and the State of Minnesota in the South East fractional Quarter (¼) of Section One (1) Township Thirty (30) North of Range Twenty (20) West of the Fourth principal meridian in the county of Saint Croix in said State of Wisconsin. This income bond is issued under and secured by the indenture of trust and mortgage of even date herewith executed between said Company and John A. Stewart and Edwin H Abbot, Trustees, and recorded prior to the certification of this bond in the Office of the Secretary of State for the State of Wisconsin, and the provisions of said indenture are hereby declared to be part of this bond. Recourse shall never be had for payment of this bond or any instalment of interest thereon, to any individual liability of any stock holder in said company. This bond is not to be valid unless and until certified by the signatures of both of the trustees above named.

In Witness Whereof said Saint Croix and Chippewa Falls Railroad Company has caused its common seal to be hereto affixed and this bond to be signed by its President and Secretary and certified by said Trustees This First (1) day of May A.D. Eighteen hundred and eighty four (1884)

Saint Croix and Chippewa Falls Railroad Company.

By

President

Certified
By

Secretary

Trustees.

Recorded 10th July 1884 B. & E.

Released

Know all men by these presents, that I, Ephraim Mariner Trustee, of the City and County of Milwaukee and State of Wisconsin, do hereby certify and acknowledge, that a certain mortgage, bearing date on the twenty fifth day of September, A.D. 1878, made and executed by the Fond du Lac, Amboy and Peoria Railway Company to Ephraim Mariner, as Trustee, and recorded in the Office of the Secretary of State of Wisconsin on the twenty fifth day of October A.D. 1878 in volume four of Railroad Mortgages, on pages 35 to 43 inclusive, is fully paid, satisfied and discharged.

And the Secretary of State is hereby authorized to enter this satisfaction of record.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of July, A.D. 1884.

In presence of
Willian. Mariner
H H Field

Ephraim Mariner (L.S.)

State of Wisconsin }
Milwaukee County } ss.

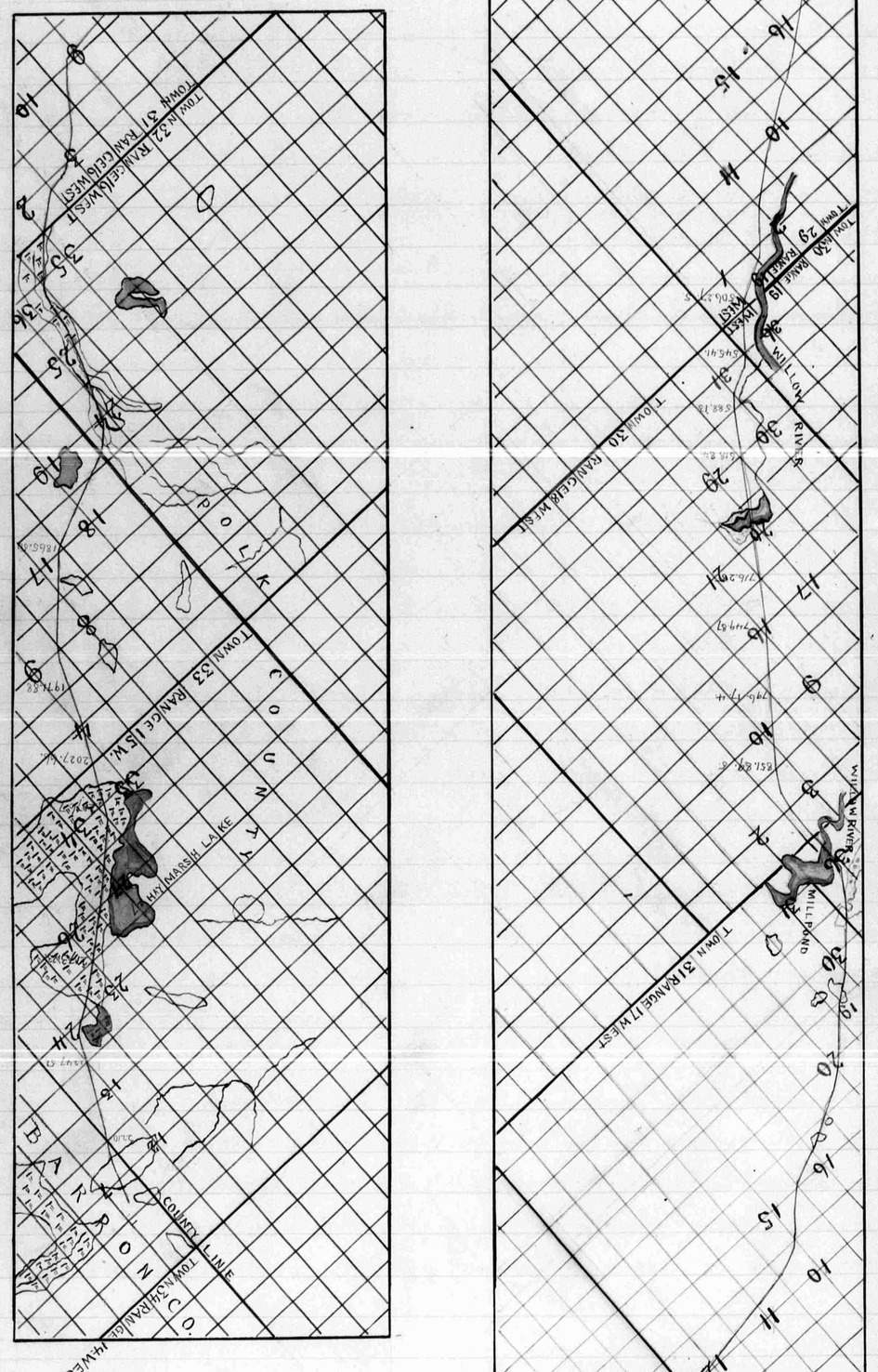
On this 25th day of July, A.D. 1884, before me personally came the above named Ephraim Mariner, to me known to be the person who executed the above Satisfaction of Mortgage, and acknowledged that he executed the same for the uses and purposes therein expressed.

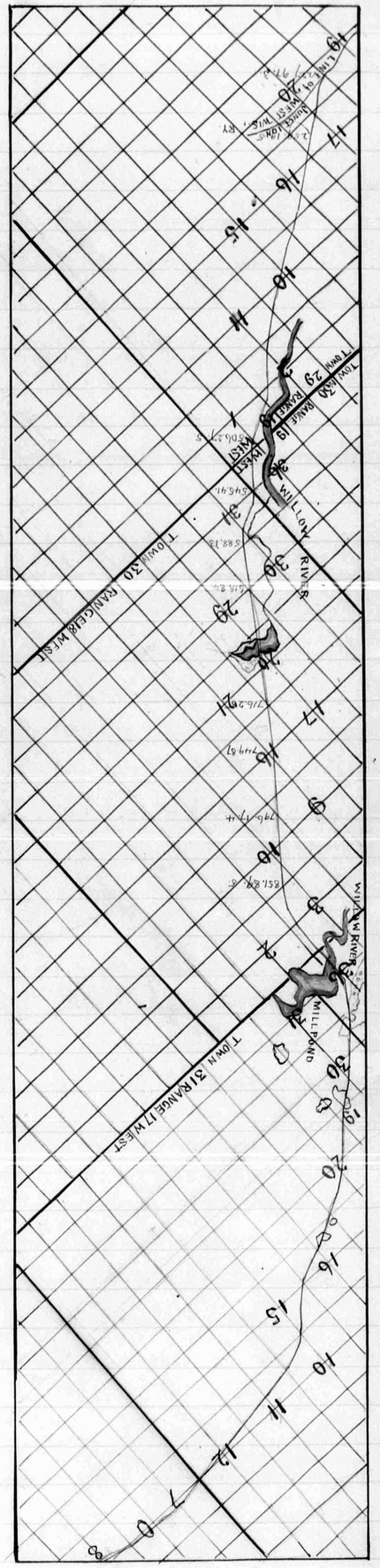
(Seal)

William Mariner
Notary Public
Milwaukee Co. Wis.

Recorded July 26th 1884 B. & E.

Map of
First and Second 20 Mile
of the
North Wisconsin Railway





State of Wisconsin
County of Saint Croix } S.S.

J. B. G. Roberts of the City of Hudson in said County and State being duly sworn deposeth and says that he is the Chief Engineer of the said railroad from its junction with the West Wisconsin Railway on the West side of the N. ½ of N.E.¼ of Sec. 20 Township 29 Range 19 West to the N. W. ¼ of Sec. 7 Township 33 Range 14 West, being for a section of Forty (40) miles, as shown by the line of route in connection with the lines of the public surveys on this map: that it has been completed and equipped as required by law, and that this line of route shows the correct location of said railroad.

J. B. G. Roberts
Chief Engineer

Seal

Sworn and subcribed before me this 13 day of March 1876
Wm H Phipps
Notary Public.

It is hereby certified that J. B. G. Roberts is the Chief Engineer of the North Wisconsin Railway Company and that the location of the road as represented on this map is correct and approved by the company: and also that the said portion of the said road has been completed and equipped in all respects as required by law.

Seal

John C. Humbird
President

Attest
N. L. Clarke Secretary

Executive Office State of Wisconsin

I. A. Ludington, Governor of the State of Wisconsin do hereby certify that this plat or map of the North Wisconsin Railway has been duly filed in my office by the said North Wisconsin Railway Company and shows that portion of the said railroad commencing at its junction with the West Wisconsin Railway in N. ½ of N.E. ¼ Sec. 20 Township 29 Range 19 West and ending in N. W. ¼ of Sec 7 Township 33 Range 14 West which has been completed and equipped as required by the acts of congress approved June 3. 1856 and May 5. 1864 and the act of the legislative assembly of the State of Wisconsin approved March 4. 1874 entitled "An Act to confer certain lands upon the North Wisconsin Railway Company, and the Chicago and Northern Pacific Air-line Railway Company and to execute the trusts assumed by the State of Wisconsin by its acceptance of the grants of land made by Congress by acts approved June 3. 1856. and May 5. 1864" granting lands to said railroad Company.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the great Seal of the State of Wisconsin.

Done at Madison this 15 day of March A. D. 1876

Seal

Peter Doyl
Secretary of State

I. Ludington
Governor

Map of
Third 20 Mile
of the
North Wisconsin Railway

State of Wisconsin
County of Saint Croix } S.S.

Dec. No 3.

J. B. G. Roberts of the Village of Clayton in the County of Polk in said State being duly sworn deposeth and says that he is the Chief Engineer of the said Railway (the North Wisconsin Railway) from Station Number 2339+60 on the North West Quarter of Section (7.) Seven Township Thirty three (33) Range Fourteen (14.) West in Barron County in said State to Station Number 759+96 on the North West Quarter of Section Seventeen (17.) Township Thirty six (36) Range Thirteen (13.) West in the County of Burnett in said State, being for the third Section of Twenty (20.) consecutive Miles of said Railway as shewn by the line of route in connection with the lines of the Public Surveys on this Map. That it has been completed and equipped as required by Law, and that this line of route shews the correct location of the said Railway.

J. B. G. Roberts
Chief Engineer
Seal

Sworn and subscribed before me
this 9th day of June, A. D. 1879 }

F. H. Harvey
Notary Public St Croix Co. Wis.

It is hereby Certified that J. B. G. Roberts is the Chief Engineer of the North Wisconsin Railway Company and that the location of the Railway as represented on this Map is correct and approved by the Company and also that the said portion of the said Railway has been completed and equipped in all respects as required by Law.

Seal

Attest Wm H. Chipps
Secretary

Philetus Sawyer
President

Executive Office. State of Wisconsin.

I, William E. Smith, Governor of the State of Wisconsin.

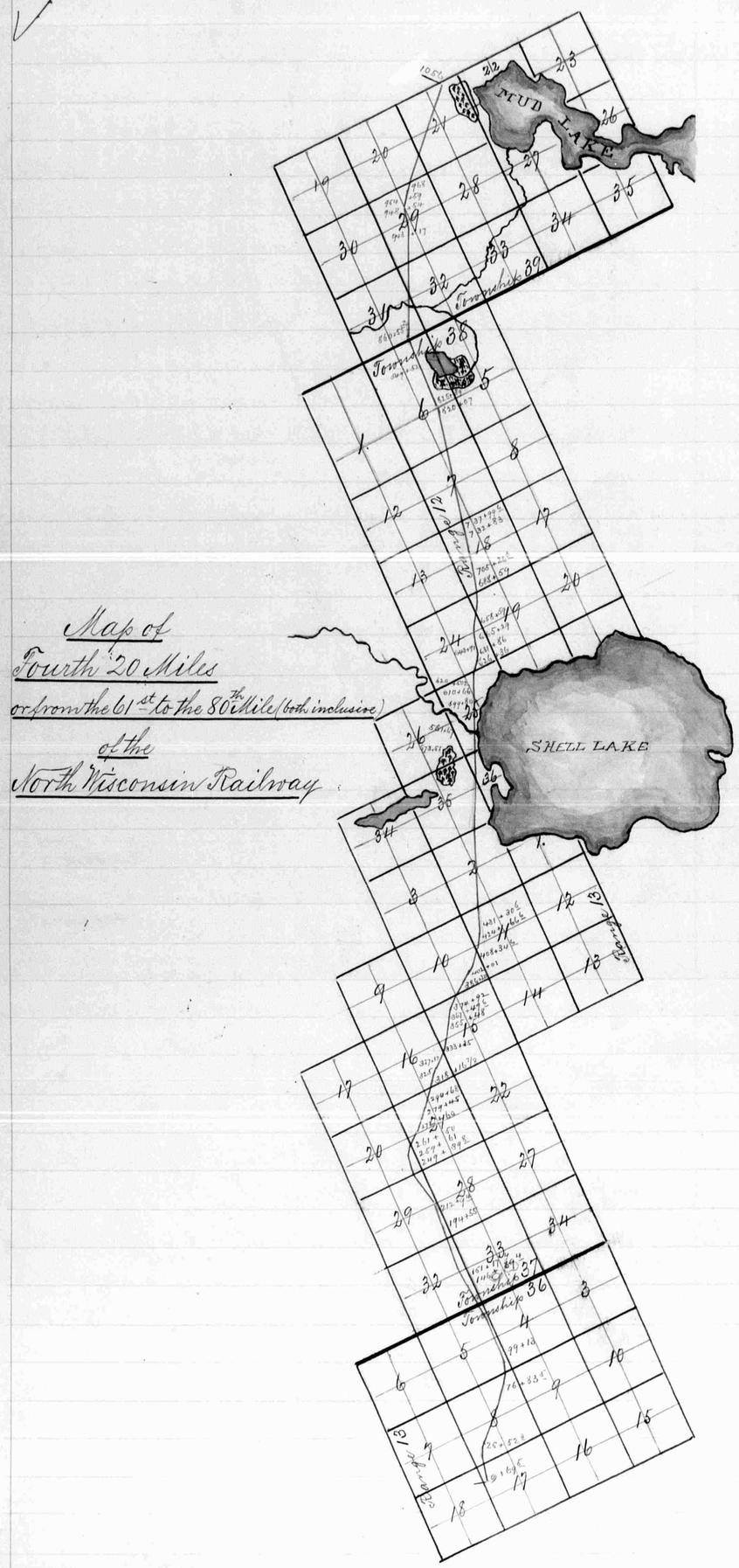
Certify that this Plat or Map of the North Wisconsin Railway has been duly filed in my Office by the North Wisconsin Railway Company, and shows that portion of the said Railway commencing at Station 2339+60 in the North West Quarter of Section Seven (7.) Township Thirty three (33) Range Fourteen (14) West in the County of Barron in said State, and ending at Station 759+96 in the South West Quarter of North West Quarter of Section Seventeen (17.) Township Thirty six (36.) Range Thirteen (13) West in the County of Burnett in said State which has been completed and equipped by the Acts of Congress approved June 3d 1856 and May 5th 1864 and the Act of the Legislative Assembly of the State of Wisconsin approved March 4th 1874 entitled "An Act to confer certain Lands upon The North Wisconsin Railway Company and The Chicago and Northern Pacific Air Line Railway Company and to execute the Trusts assumed by the State of Wisconsin by its acceptance of the Grants of Land made by Congress by Acts approved June 3rd 1856 and May 5th 1864" granting Lands to said Railway Company

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin. Done at Madison in this thirteenth day of June A. D. 1879.

Seal

Hans B. Warner
Secretary of State

William E. Smith
Governor



Map of
Fourth 20 Miles
or from the 61st to the 80th Mile (both inclusive)
of the
North Wisconsin Railway

Sec. N° 4.

State of Wisconsin } ss
County of St Croix }

John W. Remington of Cumberland Barron County, in said State, being duly sworn, deposeth and says, that he is the Chief Engineer of the North Wisconsin Railway from Station 0 (being Station 759+96 of third Twenty Mile Section of said Railway) on the North West Quarter of Section Seventeen (17,) Township Thirty six (36) North of Range Thirteen (13,) West, to Station N° 1056, on the North East Quarter of the North East Quarter of Section Twenty one (21) in Township Thirty nine (39) North of Range Twelve (12) West in Burnett County in said State being for the fourth Section of Twenty (20) consecutive Miles of said Railway, as shown by the line of route in connection with the lines of the public surveys on this Map, that it has been completed and equipped as required by law, and that this line of route shows the correct location of the said Railway.

Sworn and subscribed to before me this
2nd Day of April A. D. 1880. F. H. Harvey
Notary Public St Croix Co. Wis.

J. W. Remington
Chief Engineer.

(Seal)

It is hereby certified that John W. Remington is the Chief Engineer of the North Wisconsin Railway Company and that the location of the Railway as represented on this Map is correct and approved by the Company, and also that the said portion of the said Railway has been completed and equipped in all respects as required by Law.

Attest Wm H. Phipps
Secretary

H. H. Porter
President

(Seal)

Executive Office – State of Wisconsin.

I, William E. Smith, Governor of the State of Wisconsin, do hereby Certify that this Plat or Map of the North Wisconsin Railway has been duly filed in my Office by the said The North Wisconsin Railway Company, and shows that portion of the said Railway commencing at Station 0 (the same being Station 759+96 of the third Twenty Mile Section of said Railway) in the North West Quarter of Section Seventeen (17) Township Thirty six (36) Range Thirteen (13) West, and ending at Station 1056. in the North East Quarter of ~~the North East Quarter of Section~~ Twenty one (21) ~~Township Thirty nine~~ 39 Range Twelve (12) West in the County of Burnett in said State, which has been completed and equipped as required by the Acts of Congress approved June 3rd 1856 and May 5th 1864 and the Act of the Legislative Assembly of the State of Wisconsin approved March 4th 1874 entitled "An Act to confer certain Lands upon The North Wisconsin Railway Company and The Chicago and Northern Pacific Air Line Railway Company and to execute the Trust assumed by the State of Wisconsin by its acceptance of the Grants of Land made by Congress by Acts approved June 3d 1856 and May 5th 1864," granting Lands to said Railway Company

In Testimony Whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin.

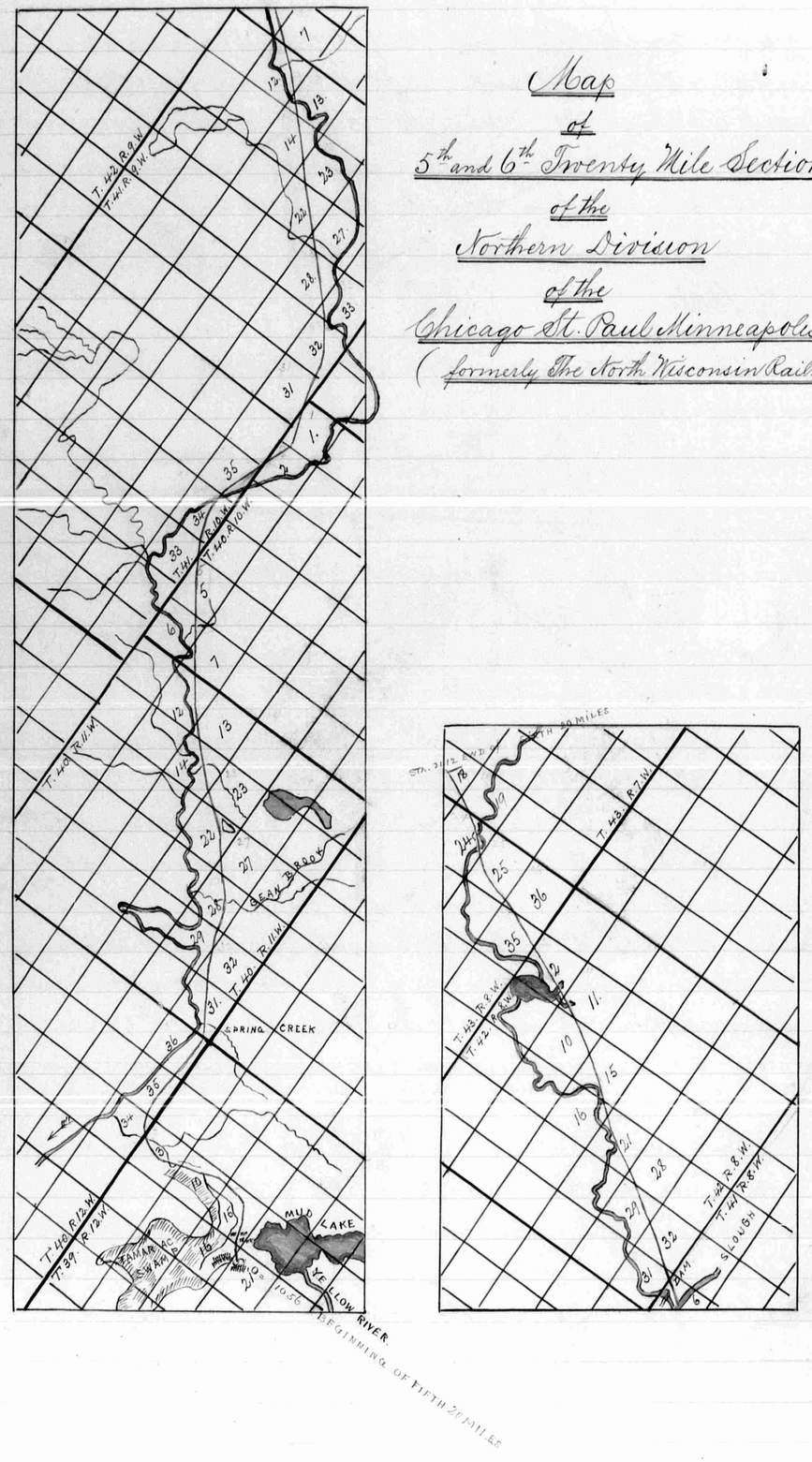
Done at Madison on this ninth day of April A. D. 1880.

(Seal)

Hans B. Warner
Secretary of State

William E. Smith
Governor

Map
of
5th and 6th Twenty Mile Sections
of the
Northern Division
of the
Chicago St. Paul Minneapolis Omaha Railway
(formerly The North Wisconsin Railway)



State of Wisconsin } S.S. John W. Remington of Cable, Bayfield County in said State
County of St Croix } being duly sworn deposeth and says. That on the twenty sixth day of May A.D. 1880 The North Wisconsin Railway Company and The Chicago St Paul and Minneapolis Railway Company merged and united their properties Stock and franchises by Consolidation under the Laws of Wisconsin and thereby created The Chicago St Paul Minneapolis and Omaha Railway Company, which said last named Company succeeded by virtue of said Consolidation and the conveyance thereby made to on the property franchises and rights of the North Wisconsin Railway Company including the right to construct the Land Grant Railroad between the Lake St. Croix and Bayfield on Lake Superior, and to aquire thereby the Land theretofore granted to the State of Wisconsin and by said State to The North Wisconsin Railway Company in aid of the Construction of said Railway. That since said May 26th 1880 the said Chicago St Paul Minneapolis and Omaha Railway Company as such Successor of the North Wisconsin Railway Company has been engaged in constructing said Railway, the same being now known as the "Northern Division" of the Chicago St Paul Minneapolis and Omaha Railway. That he is the Chief Engineer of said last named Railway from Station 0. (being Station 1056. at the end of the fourth twenty mile section of said Railway) on the North East Quarter of the North East Quarter of Section Twenty one (21.) Town Thirty nine (39.) Range Twelve (12.) West in the County of Burnett in said State to Station 1056. on the south west quarter of the south east quarter of Section Thirty one (31.) Town Forty one (41.) Range Nine (9.) West in the County of Ashland in said State, and from said named Station to Station 2112 on the south east quarter of the north west quarter of Section Eighteen (18.) Town Forty three (43.) Range Seven (7.) West in the County of Bayfield in said State being the fifth and sixt Sections of twenty consecutive miles each of said Railway, as shown by the line of route in connection with the lines of the public surveys in this Map. That the said Forty consecutive miles have been completed and equipped as required by Law and that this line of route shows the correct location of said Railway.

Subscribed and Sworn to before me on this
27th day of May A. D. 1881. J. W. Remington

Seal

F. A. Harvey, Notary Public. St Croix Co. Wis.

It is hereby Certified that John W. Remington is the Chief Engineer of the Chicago St. Paul Minneapolis and Omaha Railway Company, as stated in the foregoing Affidavit, and that the location of the Railway - formerly The North Wisconsin Railway as represented on this Map is correct, and approved by the Company. And also that the said portion of the said Railway has been completed and equipped in all respects as required by Law.

Attest C. W. Porter, Secretary — H. H. Porter, President — Seal

Executive Mansion. State of Wisconsin

I. William E. Smith, Governor of the State of Wisconsin, do hereby Certify that this plat or Map of the Chicago St. Paul Minneapolis & Omaha Railway, formerly the North Wisconsin Railway has been duly filed in my Office by the said Chicago St. Paul Minneapolis and Omaha Railway Company, and shows that portion of the said Railway commencing at Station 0. (being Station 1056. at the end of the fourth twenty mile Section of said Railway by me Certified on the 9th day of April A. D. 1880. on the North east quarter of the north east quarter of Section Twenty one (21.) Town Thirty nine (39.) Range Twelve (12.) West in the County of Burnett in said State and ending at Station 1056 on the south west quarter of the south east quarter of Section Thirty one (31.) Town Forty one (41.) Range Nine (9.) West in the County of Ashland in said State and commencing at said last named Station and ending at Station 2112. on the south east quarter of the north west quarter of Section Eighteen (18.) Town Forty three (43.) Range Seven (7.) West in the County of Bayfield in said State, being Forty miles in lenght, and being the fifth and sixth Sections of said Railway of Twenty consecutive miles each which has been completed and equipped as required by the Acts of Congress approved June 3d 1856 and May 5th 1864 and the Act of the Legislative Assembly of the State of Wisconsin approved March 4th 1874 entitled "An Act to confer certain Lands upon The North Wisconsin Railway Company and the Chicago and Northern Pacific Air Line Railway Company and to execute the trusts assumed by the State of Wisconsin by its acceptance of the Grants of Land made by Congress by Acts approved June 3th 1856 and May 5th 1864" granting Lands to The North Wisconsin Railway Company.

And I further certify that the said Chicago Saint Paul Minneapolis and Omaha Railway Company is the successor of The North Wisconsin Railway Company by Consolidation under the Laws of Wisconsin of said last named Company with the Chicago St. Paul and Minneapolis Railway Company, and is recognized as such Successor by the Legislature of said State.

In Testimony whereof I have hereunto set my hand and caused to be affixed the Great Seal of the State of Wisconsin.

Done at Madison on this third day of June A. D. 1881.

Seal

Hans B. Warner
Secretary of State

By the Governor
William E. Smith

State of Wisconsin
PUBLIC RECORDS BOARD

STATEMENT OF COMPLIANCE
FORM CPR 11

AGENCY	DATE
Secretary of State	1984
DIVISION	**REEL NUMBER**
	6
RECORD SERIES	**DISPOSAL AUTHORIZATION NUMBER**
Railroad Mortgages	414.53

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER	REDUCTION RATIO	DISPOSAL AUTHORIZATION NUMBER
6	20:1	414.53

CAMERA (TYPE)	(MODEL)	(SERIAL NUMBER)
Recordak	MRC-4	342

TITLE OF RECORD SERIES
Railroad Mortgages

AGENCY
Sec. of State

I certify that I have on this day of 8-9-, 1984, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH	ROLL ENDS WITH
Vol. 6	Vol. 6

CAMERA OPERATOR
L.N.