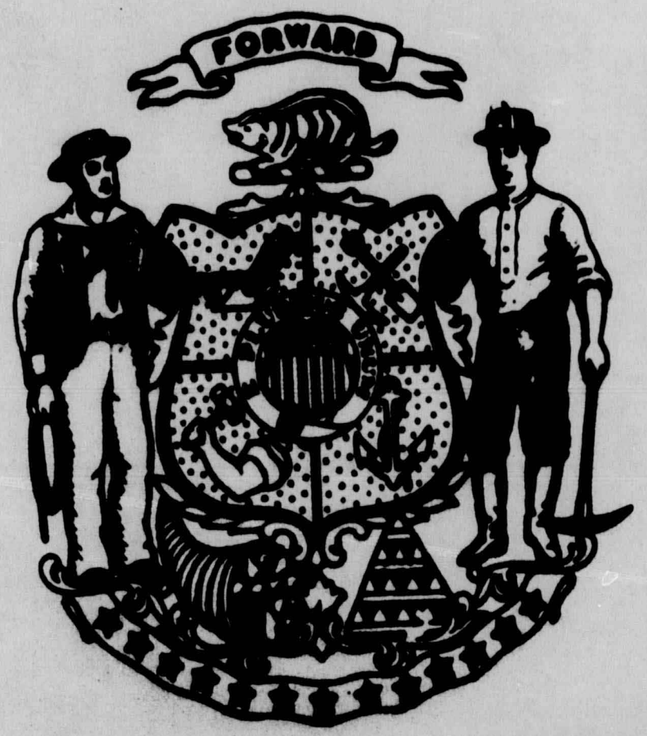
REEL NO. 10

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 10

414.53

Indexed

Northwest Equipment Company of Minnesota.

with

Northern Pacific Railroad Company.

Contract of Hiring.

Dated October 18, 1888.

This Contract of Hiring, made and concluded the Eighteenth day of October, A. D. Eighteen hundred and eighty-eight, by and between the Northwest Equipment Company of Minnesota, party of the first part, and the Northern Pacific Railroad Company, party of the second part.

Witnesseth, as follows:

1. The party of the first part agrees to hire and furnish to the party of the second part within the respective times, and for the period or periods hereinafter specified, fifty (50) Refrigerator Cars, with such minor changes as the party of the second part shall, in due time, specify, for use in the railroad traffic and operations of the party of the second part, and at its sole risk.

The said cars are to be furnished and delivered by the party of the first part to the party of the second part, as soon as practicable, and the descriptions and specifications of said cars are to be furnished to the party of the first part, in due time, by the party of the second part.

All of said cars shall be of classes and descriptions, and according to specifications, to be approved by the party of the second part. They shall be of the first quality and shall be purchased by the party of the first part only from the manufacturers, and at such price and prices as shall be approved by the President of the party of the second part.

The period of said hiring shall be from the day of the delivery to, and acceptance by, the party of the second part, of each of said cars, to the expiration of ten (10) years from and after the first day of January, Eighteen hundred and ninety, and the said cars shall be delivered to the party of the second part at the place and places where they shall be purchased by the party of the first part, or where they shall be built. The party of the second part agrees that, unless it shall purchase said cars as provided in Clause X. of this contract, it shall and will, at its own cost, charge and expense, return the same to the party of the first part, at the end of said term, or at the end of the final extension of this contract, if the same shall be extended as provided in said clause, or upon the sooner determination of this contract, and at the

place or places where said cars shall have been delivered and accepted as aforesaid, or at such other place or places, as the parties hereto shall a upon, in as good order and condition as when so delivered and accepte reasonable wear and tear only excepted, and without any excuse or lief for non-delivery by reason of inevitable accident or otherwise; or case any of said cars shall have been destroyed, or injured beyond pair, the party of the second part shall and will deliver, as aforesaid, to party of the first part, other cars of equal value and of like material, ch acter and construction, in place of those destroyed or injured as aforesa

II. It is hereby agreed, that the actual cost to the party of the f part, of the said cars, hereby hired or agreed to be hired, shall, for all purp of this contract, be conclusively taken and deemed to be the value thereof, a the said value shall be entered in a schedule containing the classes, d scriptions, series and numbers of the cars delivered and accepted und this contract, with the date of the delivery and acceptance thereof, to be h annexed at the times of the delivery and acceptance of the said cars; an at the same time, the party of the first part shall furnish to the party of th second part a statement of said actual cost, and if required, shall ve the same by the exhibition to the party of the second part, of proper vouche for said cost.

The party of the second part agrees that in case the said cars, or a of them, shall, from any cause be destroyed or injured beyond repa during the continuance in force of this contract, the party of the seco part shall and will, at its own sole cost, replace the same, and keep th same replaced, by other like cars, of equal value, and of similar mate character and construction; and in case said cars shall be returned t taken by, the party of the first part, under any of the provisions of this tract, in a damaged or deteriorated condition, the amount of such da age or deterioration shall be paid by the party of the second part to the p of the first part, which amount of damage or deterioration shall be asce tained and determined, if the parties hereto fail to agree thereon, by ar trators, one to be selected by the party of the first part and one by the par the second part; and if either party shall refuse or neglect to appoint an bitrator on its part within ten days after written notice from the other p of its appointment of an arbitrator on its part, the arbitrator so appoint by the party giving such notice, may and shall select and appoint a d interested person to act as arbitrator for and on behalf of the party so noti and refusing or neglecting to appoint; and the two thus chosen shall se a third, and the written decision and award of the three arbitrators, or a jority of them, shall be binding and conclusive on the parties hereto, with spect to the amount of such damage, if any.

III. The party of the second part further agrees, that it will no

assign, transfer or otherwise dispose of the said cars, or any of them or suffer or permit them or any of them to pass out of its possession or control, except so far as is usual in and for interchange of traffic without the consent in writing of the party of the first part first had and obtained; that it, the party of the second part, shall, in due season, pay all taxes, that shall be lawfully levied or charged on said cars or upon the party of the first part by reason of its ownership thereof, or by reason of any indebtedness due to it under the provisions of this contract, and shall not suffer or permit the said cars or any of them, to be seized or held, or in any manner encumbered, by or for any tax, or for any debt or obligation of the party of the second part; that it, the party of the second part, shall and will, during the existence in force of this contract, keep and maintain the said cars in good repair and working condition, including all necessary greasing and oiling of axles and axle-boxes, and painting of the said cars, as reasonably required, the same to be done to the satisfaction of the agent or engineer of the party of the first part; and, further, that it, the party of the second part, shall, during the continuance in force of this contract, keep the said cars insured by reputable insurers, against loss and damage by fire, but in case the party of the second part shall fail to effect or maintain such insurance, the party of the first part may, at its option, cause such insurance to be effected, for the benefit of the party of the second part, by such insurers, and in such manner as the party of the first part may deem best, and the party of the second part shall and will, on demand, pay to the party of the first part, the premiums and other expenses, if any, paid by the party of the first part for such insurance, together with interest thereon at the rate of six (6) per cent. per annum.

IV It is mutually agreed by the parties hereto that on each side of the said cars, at the time of the delivery thereof to the party of the second part, there shall be, or shall have been securely placed, a cast iron plate, bearing conspicuously thereon, the following words, letters, characters and figures, viz: "Northwest Equipment Co. of Minn., Owner, hired to Northern Pacific R. R. Co. Series No. "; for the purpose of designating and making publicly known the ownership of the said cars; and each such car shall be numbered, with the number thereof to be specified in the schedule aforesaid.

And it is further mutually agreed, that at all times during the existence in force of this contract, the plate, name, number and other marks and insignia of ownership shall be fixed and retained upon each side of each of said cars, - for the purpose aforesaid; and the party of the first part shall be entitled, at reasonable times, to renew, repair or replace said plate, marks or insignia of ownership; and in the event of any such plates, marks or insignia of ownership being destroyed or displaced, defaced or damaged, the party of the second part shall, as soon as practicable, and at its own cost, charge and expense, restore the same.

V. It is further agreed, that the said cars shall be delivered by t party of the first part, to such officer or agent of the party of the second pa as it, the party of the second part, shall, in writing, designate or appoint the purpose of receiving the same; and the receipt of the said officer or a shall be final and conclusive evidence of the acceptance, to the satisfact of the party of the second part, of each car so delivered and receipted for.

VI. In consideration of the premises, and as the hire of the said ca and compensation for the use thereof, the party of the second part hereby ag to pay to the party of the first part, at the times hereinafter specified, at the o of the party of the second part, in the city of New York, the following sums money, in gold coin of the United States, of or equal to the present standar of weight and fineness, that is to say: (1) An amount equal to one-fou (¼th) of seven (7) per centum upon the value, ascertained and determin as hereinbefore provided, of each car delivered and accepted as aforesaid said payment to be made at the end of each and every three months from delivery and acceptance of each such car, until, and including, the thirty-f day of December, in the year eighteen hundred and eighty-nine, and at th rate for each fraction of a quarter-year; and (2) An amount equal to the o fourth (¼th) of seven (7) per centum upon the aggregate value, ascertaine and determined as aforesaid of all said cars; said last mentioned pay to be made at the end of each and every three (3) months from and after th said thirty-first day of December, in the year eighteen hundred and eig nine., to and including the thirty-first day of December, in the year eigh hundred and ninety-nine. ~~to and including the thirty-first day of Decem in the year eighteen hundred and ninety-nine.~~

VII. It is hereby expressly declared and agreed, that time is, and sha be, of the very essence of this contract, and that any failure to comply with perform any agreement herein specified for the doing or performing ther shall not, in any circumstances, be relievable against in equity or in law

VIII. It is further hereby agreed, that if at any time the party of t second part shall make default in the payment of any of the sums of m specified in Clause VI. of this contract, or shall make default in the p ment of any moneys by it agreed to be paid, as set forth in Clause 1 of this contract, or shall fail, omit, or neglect to keep, observe or perfor any other of its agreements herein contained, or, having made all su payments and kept, observed and performed all other of its said agreem shall not purchase or pay for said cars as in Clause X. of this contra provided, then, and in any or either of such cases, the party of the first p may, at its option, take possession of said cars whether the same be on t premises of the party of the second part or elsewhere; and the party of first part, by its officers, agents or attorneys, may, for that purpose, ente into and upon said premises or into or upon the premises where the said ca

then shall be and remove the said cars and each and or any of them, every of them therefrom, and have and hold the same discharged from any liability hereunder, and from the option of the party of the second part to purchase the same; and shall be entitled to hold and retain, to its own use, all payments theretofore made to it by the party of the second part for the hire, and compensation for the use, of said cars, and to collect, receive and recover from the party of the second part, the said hire and compensation at the rate aforesaid, up to the time of taking such repossession, together with damages, if any, to be ascertained and determined by arbitrators, as provided in Clause II of this contract, by reason of the condition in which said cars shall be when so taken by the party of the first part, and also such damages, if any, as the party of the first part shall have sustained by reason of the breach or breaches of any of the agreements of the party of the second part herein contained. Provided, however, and it is understood and hereby expressly covenanted and agreed, by and between the parties hereto, that nothing in this Article, or in Article I of this contract contained, shall be construed to deprive the party of the first part of its right (instead of retaking the property) to recover and receive from the party of the second part, in money, the full value of the said cars, ascertained and determined as aforesaid, at any time, when, by reason of anything herein contained, it, the party of the first part, might, at its option, receive, retake, or resume the possession of, the property on default of the party of the second part or otherwise.

IX. The party of the first part shall have the right, at all reasonable times, by its officers or agents, to examine and inspect the said cars, for the purpose of ascertaining their condition and whether or not the party of the second part is complying with the terms of this contract.

X. The party of the first part agrees that if the party of the second part shall have fully and faithfully complied with and performed all its agreements herein contained, in the manner and at the times herein provided, it, the party of the second part, may, at its option, and on giving written notice to the party of the first part at least thirty (30) days before the expiration of said term of ten (10) years, from and after the 31st day of December in the year eighteen hundred and eighty-nine, of its intention to exercise said option, have an extension of this contract for a further term of five years; or, failing to exercise said option, the party of the second part shall and will, on the expiration of said term of ten (10) years, purchase the said cars and shall and will, on the first day of January, in the year nineteen hundred, well and truly pay therefor to the party of the first part, its successors or assigns, a sum of money equal to the said original value of the said cars, ascertained and determined as hereinbefore provided; and thereupon the party of the first part shall sell, and, by bill of sale, or other appropriate instrument, convey and transfer

the said cars to the party of the second part. If the party of the second part shall
exercised its said option to have and take an extension of this contract for fiv
(5) years, from and after the thirty-first day of December, 1899. then, and in
case, at the expiration of said extended term of (5) years, and at the expiratio
of each five years thereafter, until it shall have purchased and paid for said
cars as herein provided, it, may, in like manner, and upon like notice an
conditions have, at its option, a further extension of this contract for anoth
term of five (5) years; but failing at any time to exercise said option, or to
written notice, at least thirty (30) days before the expiration of any such e
tended term, of its intention so to do, the party of the second part shall, on t
expiration of such extended term, purchase said cars and shall and will
and truly pay therefor to the party of the first part, its successors or assigns
the first day of January occurring at the close of said extended term, a sum
money equal to the said original value of the said cars, ascertained and d
termined as hereinbefore provided; and thereupon the party of the first part
shall sell, and by bill of sale or other appropriate instrument, convey and
transfer the said cars to the party of the second part. ———

——— XI. It is expressly understood, and it is hereby declared and agreed, th
nothing in this contract contained, and no action hereunder, shall div
change, or in any manner affect, the title of the party of the first part to
said cars, until the payments provided in Clauses VI. and X. of this co
tract, shall have been fully and punctually made by the party of the se
part, and unless and until the party of the second part shall, in all thin
have faithfully observed and performed all other its agreements herein co
tained, and until the party of the first part shall have delivered to the pa
of the second part a bill of sale, or other appropriate instrument, conveying t
said cars to the party of the second part. And, until all said payments
shall have been made, and all said agreements by the party of the sec
ond part shall have been performed, and the said bill of sale or other app
priate instrument shall have been delivered, the said cars shall continu
to be and remain the property of the party of the first part, and no right wha
soever, therein or thereto, shall pass to the party of the second part, excepting th
right to use the said cars in strict accordance with the terms of this contra

——— XII. In case the party of the first part shall, at any time before th
expiration of the said period of hiring, assign the said cars and this contra
then these presents shall become and be a contract between the assignee a
the party of the second part, and such assignee shall have and possess all the p
erty, rights, powers and remedies which are now held, owned or possesse
by the party of the first part, with the same force and effect as if this contract had b
made by and between the assignee and the party of the second part. ———

——— XIII. The party of the second part agrees that, on request of the part
of the first part, it shall and will furnish security for the faithful perform

ance of this contract by the party of the second part, in such manner and form as
shall be satisfactory to the party of the first part, to the amount, in actual value,
of ten (10) per centum of the value ascertained and determined as hereinbefore
provided, of all the said cars that shall be delivered to, and accepted by, the party of
the second part, under the provisions of this contract; the party of the second part to
have the right to change such security, from time to time, by substituting, in
place thereof, other security or securities of equal value, and in manner and form
satisfactory to the party of the first part or its assigns. ———

——— In Witness Whereof, the said parties hereto have caused these presents to
be signed by their respective Presidents or Vice-Presidents, and their respective
corporate seals to be hereto affixed, and attested by their respective Secretaries,
the day and year first hereinabove written, in duplicate originals. ———

Northwest Equipment Company of Minnesota.

(Sgd.) By Colgate Hoyt,
President.

[Seal]

Attest:

(Sgd.)
C. H. Hetmore,
Secretary.

Northern Pacific Railroad Company.

(Sgd.) By James B. Williams,
Vice-President.

[Seal]

Attest:

(Sgd.)
Samuel Wilkeson,
Secretary.

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

——— On this third day of August, A. D. 1894, before me, a Notary
Public of the State of New York and in and for the City and County of New
York, personally came Colgate Hoyt, President, and C. H. Hetmore, for-
merly Secretary, of the Northwest Equipment Company of Minnesota,
with both of whom I am personally acquainted, and the said Colgate
Hoyt, being by me first duly sworn, said that he resided in the Town of
Oyster Bay, Long Island, State of New York; that he was the President of
the Northwest Equipment Company of Minnesota, and that he signed
his name to the foregoing instrument by the order of the Board of Direct-
ors of the said Northwest Equipment Company of Minnesota, as Presi-
dent of the said Company; and the said C. H. Hetmore, being by me first duly
sworn, said that he resided in Oyster Bay, Long Island; that he was at the

the said cars to the party of the second part. If the party of the second part shall h
exercised its said option to have and take an extension of this contract for fiv
(5) years, from and after the thirty-first day of December, 1899, then, and in
case, at the expiration of said extended term of (5) years, and at the expiration
of each five years thereafter, until it shall have purchased and paid for said
cars as herein provided, it may, in like manner, and upon like notice and
conditions have, at its option, a further extension of this contract for anoth
term of five (5) years; but failing at any time to exercise said option, or to g
written notice, at least thirty (30) days before the expiration of any such e
tended term, of its intention so to do, the party of the second part shall, on t
expiration of such extended term, purchase said cars and shall and will w
and truly pay therefor to the party of the first part, its successors or assigns,
the first day of January occurring at the close of said extended term, a sum
money equal to the said original value of the said cars, ascertained and de
termined as hereinbefore provided; and thereupon the party of the first part
shall sell, and by bill of sale or other appropriate instrument, convey and
transfer the said cars to the party of the second part. ———

——— XI. It is expressly understood, and it is hereby declared and agreed, th
nothing in this contract contained, and no action hereunder, shall div
change, or in any manner affect, the title of the party of the first part to
said cars, until the payments provided in Clauses VI. and X. of this con
tract, shall have been fully and punctually made by the party of the sec
part, and unless and until the party of the second part shall, in all thin
have faithfully observed and performed all other its agreements herein co
tained, and until the party of the first part shall have delivered to the par
of the second part a bill of sale, or other appropriate instrument, conveying th
said cars to the party of the second part. And, until all said payments
shall have been made, and all said agreements by the party of the sec
ond part shall have been performed, and the said bill of sale or other app
priate instrument shall have been delivered, the said cars shall continu
to be and remain the property of the party of the first part, and no right wha
soever, therein or thereto, shall pass to the party of the second part, excepting the
right to use the said cars in strict accordance with the terms of this contract

——— XII. In case the party of the first part shall, at any time before the
expiration of the said period of hiring, assign the said cars and this contrac
then these presents shall become and be a contract between the assignee an
the party of the second part, and such assignee shall have and possess all the pr
erty, rights, powers and remedies which are now held, owned or possessed
by the party of the first part, with the same force and effect as if this contract had be
made by and between the assignee and the party of the second part. ———

——— XIII. The party of the second part agrees that, on request of the party
of the first part, it shall and will furnish security for the faithful perform

ance of this contract by the party of the second part, in such manner and form as
shall be satisfactory to the party of the first part, to the amount, in actual value,
of ten (10) per centum of the value ascertained and determined as hereinbefore
provided, of all the said cars that shall be delivered to, and accepted by, the party of
the second part, under the provisions of this contract; the party of the second part to
have the right to change such security, from time to time, by substituting, in
place thereof, other security or securities of equal value, and in manner and form
satisfactory to the party of the first part or its assigns. ———

——— In Witness Whereof, the said parties hereto have caused these presents to
be signed by their respective Presidents or Vice-Presidents, and their respective
corporate seals to be hereto affixed, and attested by their respective Secretaries,
the day and year first hereinabove written, in duplicate originals. ———

Northwest Equipment Company of Minnesota.

(Sgd.) By Colgate Hoyt,
President.

[Seal]

Attest:

(Sgd.)
C. H. Hetmore,
Secretary.

Northern Pacific Railroad Company.

(Sgd.) By James B. Williams,
Vice-President.

[Seal]

Attest:

(Sgd.)
Samuel Wilkeson,
Secretary.

———

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

——— On this third day of August, A. D. 1894, before me, a Notary
Public of the State of New York and in and for the City and County of New
York, personally came Colgate Hoyt, President, and C. H. Hetmore, for-
merly Secretary, of the Northwest Equipment Company of Minnesota,
with both of whom I am personally acquainted, and the said Colgate
Hoyt, being by me first duly sworn, said that he resided in the Town of
Oyster Bay, Long Island, State of New York; that he was the President of
the Northwest Equipment Company of Minnesota, and that he signed
his name to the foregoing instrument by the order of the Board of Direct-
ors of the said Northwest Equipment Company of Minnesota, as Presi-
dent of the said Company; and the said C. H. Hetmore, being by me first duly
sworn, said that he resided in Oyster Bay, Long Island; that he was at the

time of the execution of the foregoing instrument the Secretary of the Northwest Equipment Company of Minnesota; that he knew the corporate Seal of said company; that he knew the corporate Seal of said Company; that the seal affixed to the foregoing instrument was such corporate Seal; that it was so affixed by him by the order of the Board of Directors of the said Northwest Equipment Company of Minnesota; and that he signed his name thereto by like order as Secretary of said Company, and they acknowledged that the said instrument was the free act and deed of said corporation.

I hereby certify that the said instrument is executed and acknowledged by the Northwest Equipment Company of Minnesota, according to the Laws of the State of New York.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this third day of August, A. D. 1894.

H. L. Braynard,
Notary Public
Westchester Co.
Cert. filed in New York Co.

[Seal]

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

On this third day of August, A. D. 1894, before me, a Notary Public of the State of New York and in and for the City and County of New York, personally came James B. Williams, with whom I am personally acquainted, and the said James B. Williams, being by me first duly sworn said that he resided in the City of Stamford, State of Connecticut; that on the 18th day of October, A. D. 1888, he was the Vice-President of the Northern Pacific Railroad Company; that he signed his name as such Vice-President to the foregoing instrument by order of the Board of Directors of the said Northern Pacific Railroad Company; that the said Samuel Wilkeson who is now dead was at that time Secretary of the Northern Pacific Railroad Company; that he is familiar with the handwriting of the said Samuel Wilkeson, and that the name of the said Wilkeson signed to said instrument is in his own proper handwriting; that he knew the Corporate Seal of said Company; that the Seal affixed to the foregoing instrument was such Corporate Seal; that it was so affixed by order of the Board of Directors of the said Northern Pacific Railroad Company; and he acknowledged that the said instrument was the free act and deed of the said Northern Pacific Railroad Company, and the free act and deed of himself, the said James B. Williams, and the said Samuel Wilkeson, as Vice-President and Secretary of said Company respectively, and was signed by them, and otherwise executed by them, by the order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand, and affixed

my official seal this 3d day of August, A. D. 1894.

L. R. Kidder
Notary Public (111),
New York County and State.

[Seal]

[1131c]

State of Minnesota, } ss.
County of Ramsey. }

Office of Register of Deeds

This is to certify that the within instrument was filed for record in this office at St Paul, on the 4 day of August A. D. 1894 at 11.30 o'clock A. M., and that the same was duly recorded in Book 34 of Miscellaneous, Pages 183 etc.

Chas L. Hass
Register of Deeds
By O. Savard
Deputy

State of Minnesota. } ss.
Department of State }

I hereby certify that the within instrument was filed for record in this office on the 8 day of August, A. D. 1894, at 2½ o'clock P. M. and was duly recorded in Book 7 of R. R. Records on page ---

F. P. Brown
Secretary of State

State of Wisconsin. } ss.
Department of State. }

Received this 13" day of August, A. D. 1894, and recorded in Vol. 10, of R. R. Mtgs and Trust Deeds, on pages 1 to 9.

J. J. Cunningham
Secretary of State.

Indexed

Northwest Equipment Company of Minnesota.

with

Northern Pacific Railroad Company

Contract of Hiring.

Dated January 25, 1889.

This Contract of Hiring, made and concluded the Twenty-fifth day of January A. D. eighteen hundred and eighty-nine, by and between the Northwest Equipment Company of Minnesota, party of the first part, and the Northern Pacific Railroad Company, party of the second part,

Witnesseth, as follows:

1. The party of the first part agrees to hire and furnish to the party of the second part, and the party of the second part agrees to hire and take from the party of the first part, within the time and for the period hereinafter specified, the following described railroad equipment and rolling stock, for use in the railroad traffic and operations of the party of the second part, and at its sole risk, that is to say: Twenty Emigrant Sleeping Cars.

The said equipment and rolling stock is to be furnished and delivered by the party of the first part to the party of the second part, as soon as practicable, but within four months from the date of this contract; and the descriptions and specifications of said cars are to be furnished to the party of the first part, in due time, by the party of the second part; and all of said cars shall be of the descriptions, and according to the specifications to be furnished by the party of the second part. They shall be of the first quality and shall be purchased by the party of the first part only from the manufacturers, and at such price and prices as shall be approved by the President of the party of the second part.

The period of said hiring shall be from the day of the delivery to, and acceptance by, the party of the second part, of said cars respectively, to the expiration of ten years from and after the first day of January, eighteen hundred and ninety; and the said cars shall be delivered to the party of the second part, at the place and places where they shall be purchased by the party of the first part, or where they shall be built. The party of the second part agrees that, unless it shall purchase said equipment and rolling stock, as provided in Clause X. of this contract, it shall and will, at its own cost, charge and expense, return the same to the party of the first part, at the end of said term, or at the end of the final extension of this contract, if the same shall be extended as provided in said clause or upon the sooner determination of this contract, and at the place or places where said equipment and rolling stock shall have been delivered and accepted as aforesaid, or at such other place or places as the parties hereto shall agree upon, in as good order and condition as when so delivered and accepted,

reasonable wear and tear only excepted, and without any excuse or relief for non-delivery by reason of inevitable accident or otherwise; or in case any of said equipment and rolling stock shall have been destroyed, or injured beyond repair, the party of the second part shall and will deliver, as aforesaid, to the party of the first part, other equipment and rolling stock, of equal value and of like material, character and construction, in place of that destroyed or injured as aforesaid.

11 It is hereby agreed, That the actual cost to the party of the first part, of the said equipment and rolling stock, hereby hired or agreed to be hired, shall, for all purposes of this contract, be conclusively taken and deemed to be the value thereof, and the said value shall be entered in a schedule containing the classes, descriptions, series and numbers of the cars delivered and accepted under this contract, with the date of the delivery and acceptance thereof, to be hereto annexed at the times of the delivery and acceptance of the said several cars and, at the same time, the party of the first part shall furnish to the party of the second part a statement of said actual cost, and, if required, shall verify the same by the exhibition to the party of the second part, of proper vouchers for said cost.

. The party of the second part agrees that in case the said cars, or any of them, shall, from any cause, be destroyed or injured beyond repair, during the continuance in force of this contract, the party of the second part shall and will, at its own sole cost, replace the same, and keep the same replaced, by other like equipment and rolling stock, of equal value, and of similar material, character and construction; and in case said equipment and rolling stock shall be returned to, or taken by, the party of the first part, under any of the provisions of this contract, in a damaged or deteriorated condition, the amount of such damage or deterioration shall be paid by the party of the second part to the party of the first part, which amount of damage or deterioration shall be ascertained and determined, if the parties hereto fail to agree thereon, by arbitrators, one to be selected by the party of the first part, and one by the party of the second part; and if either party shall refuse or neglect to appoint an arbitrator on its part, within ten days after written notice from the other party of its appointment of an arbitrator on its part, the arbitrator so appointed by the party giving such notice, may and shall select and appoint a disinterested person to act as arbitrator for and on behalf of the party so notified and refusing or neglecting to appoint; and the two thus chosen shall select a third, and the written decision and award of the three arbitrators, or a majority of them, shall be binding and conclusive on the parties hereto, with respect to the amount of such damage, if any.

III. The party of the second part further agrees, that it will not assign, transfer, or otherwise dispose of, the said equipment and rolling stock, or any of it, or suffer or permit any of said cars to pass out of its possession or control, except so far as is usual in and for interchange of traffic, without the consent in writing of the party of the first part had and obtained; that it, the party of the second part, shall, in due season, pay all taxes, that shall be lawfully levied or charged on said equipment and rolling stock, or upon the party of the first part by reason of its ownership of said equipment and rolling stock, or by reason of any indebtedness due to it under the provisions of this contract, and shall not suffer or permit the said equipment and rolling stock or any part of it, to be seized or held, or in any manner encumbered, by or for any tax, or for any debt or obligation of the party of the second part; that it, the party of the second part, shall and will, during the existence in force of this contract, keep and maintain the said equipment and rolling stock in good repair and working condition, including all necessary greasing and oiling of axles and axle-boxes, and painting of the said cars as reasonably required, the same to be done to the satisfaction of the agent or engineer of the party of the first part; and, further, that it, the party of the second part, shall, during the continuance in force of this contract, keep the said equipment and rolling stock insured by reputable insurers, against loss and damage by fire; but in case the party of the second party shall fail to effect or maintain such insurance, the party of the first part may, at its option, cause such insurance to be effected, for the benefit of the party of the second part, by such insurers, and in such manner as the party of the first part may deem best, and the party of the second part shall and will, on demand, pay to the party of the first part, the premiums and other expenses, if any, paid by the party of the first part for such insurances, together with interest thereon at the rate of six per cent. per annum.

IV. It Is Mutually Agreed by the parties hereto, that on each side of the said several cars at the time of the delivery thereof to the party of the second part, there shall be, or shall have been, securely placed, a cast-iron plate, bearing conspicuously thereon, the following words, letters, characters and figures, viz: "Northwest Equipment Co. of Minn., Owner, hired to Northern Pacific R. R. Co. Series No. ", for the purpose of designating and making publicly known, the ownership of the said equipment and rolling stock; and each such car shall be numbered, with the number thereof to be specified in the schedule aforesaid.

And it is further mutually agreed, that at all times during the existence in force of this contract, the plate, name, number and other marks and insignia of ownership shall be fixed and retained upon each side of each of said cars for the purpose aforesaid; and the party of the

first part shall be entitled, at reasonable times, to renew, repair or replace said plate, marks or insignia of ownership; and in the event of any such plates, marks or insignia of ownership being destroyed or displaced, defaced or damaged, the party of the second shall, as soon as practicable, and at its own cost, charge and expense, restore the same.

V. It Is Further Agreed, That the said railroad equipment and rolling stock shall be delivered by the party of the first party, to such officer or agent of the party of the second part, as it, the party of the second part shall, in writing, designate or appoint for the purpose of receiving the same; and the receipt of the said officer or agent shall be final and conclusive evidence of the acceptance, to the satisfaction of the party of the second part, of each car so delivered and receipted for.

VI. In consideration of the premises, and as the hire of the said equipment and rolling stock and compensation for the use thereof, the party of the second part hereby agrees to pay to the party of the first part, at the times hereinafter specified, at the office of the party of the second part, in the City of New York, the following sums of money, in gold coin of the United States, of or equal to the present standard of weight and fineness, that is to say: (1.) An amount equal to one-fourth of seven per centum upon the value, ascertained and determined as hereinbefore provided, of each car delivered and accepted as aforesaid; said payment to be made at the end of each and every three months from the delivery and acceptance of each such car until, and including the thirty-first day of December, in the year eighteen hundred and eighty-nine, and at that rate for each fraction of a quarter-year; and (2.) An amount equal to the one-fourth of the seven per centum upon the aggregate value, ascertained and determined as aforesaid of all said equipment and rolling stock; said last mentioned payment to be made at the end of each and every three months from and after the said thirty-first day of December, in the year eighteen hundred and eighty-nine, to and including the thirty-first day of December, in the year eighteen hundred and ninety-nine.

VII. It Is Hereby Expressly Declared And Agreed, That time is, and shall be, of the very essence of this contract and that any failure to comply with or perform any agreement herein contained, at or within the time herein specified for the doing or performing thereof, shall not, in any circumstances, be relievable against in equity or in law.

VIII. It Is Further Hereby Agreed, That if at any time the party of the second part shall make default in the payment of any of the sums of money specified in Clause VI. of this contract, or shall fail'ge default in the payment of any moneys by it agreed

to be paid, as set forth in Clause III. of this contract, or shall fail, omit or neglect to keep, observe or perform any other of its agreements herein contained, or having made all such payments and kept, observed and performed all other of its said agreements, shall not purchase or pay for said equipment and rolling stock, as in Clause X. of this contract provided, then, and in any or either of such case, the party of the first part may, at its option, take possession of said equipment and rolling stock, whether the same be on the premises of the party of the second part, or elsewhere; and the party of the first part, by its officers, agents or attorneys may, for that purpose, enter into and upon said premises, or into or upon the premises where the said cars or any of them, then shall be, and remove the said equipment and rolling stock, and every part thereof, therefrom, and have and hold the same discharged from any liability hereunder, and from the option of the party of the second part to purchase the same; and shall be entitled to hold and retain, to its own use, all payments theretofore made to it by the party of the second part for the hire and compensation for the use of said equipment and rolling stock, and to collect, receive and recover from the party of the second part the said hire and compensation at the rate aforesaid, up to the time of such repossession, together with damages, if any to be ascertained and determined by arbitrators, as provided in clause II. of this contract, by reason of the condition in which said equipment and rolling stock shall be when so taken by the party of the first part, and also such damages, if any, as the party of the first part shall have sustained by reason of the breach or breaches of any of the agreements of the party of the second part herein contained. Provided, however, and it is understood and hereby expressly covenanted and agreed, by and between the parties hereto, that nothing in this article, or in Article I. of this contract contained, shall be construed to deprive the party of the first part of its right (instead of retaking said equipment and rolling stock) to recover and receive from the party of the second part, in money, the full value of the said equipment and rolling stock ascertained and determined as aforesaid, at any time, when, by reason of anything herein contained, the party of the first part might, at its option, receive, retake, or resume the possession of said equipment and rolling stock on default of the party of the second part, or otherwise. ——————

——— IX. The party of the first part shall have the right, at all reasonable times, by its officers or agents, to examine and inspect the said equipment and rolling stock, for the purpose of ascertaining its condition and whether or not the party of the second part is complying with the terms of this contract.

——— X. The party of the first part agrees that if the party of the second part shall have fully and faithfully complied with and performed all its agreements herein contained, in the manner and at the times herein provided, it, the party of the second part, may, at its option, on giving written notice to the party of the first part at least thirty days before the expiration of said term of ten years, from and after the first day of January, in the year eighteen hundred and ninety, of its intention to exercise said option, have an extension of this contract for a further term of five years; or failing to exercise said option, the party of the second part shall and will, on the expiration of said term of ten years, purchase the said equipment and rolling stock, and shall and will, on the first day of January, in the year nineteen hundred, well and truly pay therefor to the party of the first part, its successors or assigns, a sum of money equal to the said original value of the said equipment and rolling stock, ascertained and determined as hereinbefore provided; and thereupon the party of the first part shall sell, and by bill of sale or other appropriate instrument, convey and transfer the said equipment and rolling stock to the party of the second part. If the party of the second part shall have exercised its said option to have and take an extension of this contract for five years, from and after the first day of January, 1890, then, and in that case, at the expiration of said extended term of five years, and at the expiration of each five years thereafter, until it shall have purchased and paid for said equipment and rolling stock as herein provided, it may, in like manner, and upon like notice and conditions, have, at its option, a further extension of this contract for another term of five years; but failing at any time to exercise said option, or to give written notice, at least thirty days before the expiration of any such extended term, of its intention so to do, the party of the second part shall, on the expiration of such extended term, purchase said equipment and rolling stock, and shall and will well and truly pay therefor to the party of the first part, its successors or assigns, on the first day of January, occurring at the close of said extended term, a sum of money equal to the said original value of the said equipment and rolling stock, ascertained and determined as hereinbefore provided; and thereupon the party of the first part shall sell, and by bill of sale or other appropriate instrument convey and transfer the said equipment and rolling stock to the party of the second part. ——

——— XI. It Is Expressly Understood, And It Is Hereby Declared And Agreed That nothing in this contract contained, and no action hereunder, shall direct, change or in any manner affect the title of the party of the first part to the said equipment and rolling stock, until the payments provided in Clauses VI and X of this contract, shall have been fully and punctually made by the party of the second part, and unless and until the party of the second part shall in all things have faithfully observed and performed all other its agreements herein contained and until the party of the first part shall have delivered to the party of the second part a bill of sale, or other appropriate instrument, conveying the said equipment and rolling stock to the party of the second part. And until all said payments shall have been made, and all said agree-

ments by the party of the second part shall have been performed, and the said bill of sale or other appropriate instrument shall have been delivered, the said equipment and rolling stock shall continue to be and remain the property of the party of the first part, and no right whatsoever, therein or thereto, shall pass to the party of the second part, excepting the right to use the said equipment and rolling stock in strict accordance with the terms of this contract.

XII. In case the party of the first part shall, at any time before the expiration of the said period of hiring, assign the said equipment and rolling stock and this contract, then these presents shall become and be a contract between such assignee and the party of the second part, and such assignee shall have and possess all the property, rights, powers and remedies which are now held, owned or possessed by the party of the first part, with the same force and effect as if this contract had been made by and between such assignee and the party of the second part.

XIII. The party of the second part agrees that, on request of the party of the first part, it shall and will furnish security for the faithful performance of this contract by the party of the second part, in such manner and form as shall be satisfactory to the party of the first part, to the amount, in actual value, of ten per centum of the value ascertained and determined as hereinbefore provided, of all the said equipment and rolling stock that shall be delivered to, and accepted by, the party of the second part, under the provisions of this contract; the party of the second part to have the right to change such security, from time to time, by substituting in place thereof other security or securities of equal value, and in manner and form satisfactory to the party of the first part or its assigns.

In Witness Whereof, the parties hereto have caused this contract to be signed by their respective Presidents, or Vice-Presidents, and their respective corporate seals, attested by their respective Secretaries, or Assistant Secretaries, to be hereto affixed, in duplicate originals, the day and year first hereinbefore written.

Northwest Equipment Company of Minnesota,
By Colgate Hoyt,
President.

[Seal]

Attest:
Charles H. Hetmore,
Secretary.

Northern Pacific Railroad Company.
By James B. Williams,
Vice-President.

Attest:
Sam'l Wilkeson,
[Seal]. Secretary.

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

On this Third day of August, A. D. 1894, before me, a Notary Public of the State of New York and in and for the City and County of New York, personally came Colgate Hoyt, President, and C. H. Hetmore, Secretary, of the Northwest Equipment Company of Minnesota, with both of whom I am personally acquainted, and the said Colgate Hoyt, being by me first duly sworn, said that he resided in the Town of Oyster Bay, Long Island, State of New York; that he was the President of the Northwest Equipment Company of Minnesota, and that he signed his name to the foregoing instrument by the order of the Board of Directors of the said Northwest Equipment Company of Minnesota, as President of the said Company; and the said C. H. Hetmore, being by me first duly sworn, said that he resided in Oyster Bay, Long Island; that he was at the time of the execution of the foregoing instrument the Secretary of the Northwest Equipment Company of Minnesota; that he knew the Corporate Seal of said Company; that the seal affixed to the foregoing instrument was such Corporate Seal; that it was so affixed by him by the order of the Board of Directors of the said Northwest Equipment Company of Minnesota; and that he signed his name thereto by like order as Secretary of said Company, and they acknowledged that the said instrument was the free act and deed of said corporation.

I hereby certify that the said instrument is executed and acknowledged by the Northwest Equipment Company of Minnesota, according to the Laws of the State of New York.

In witness whereof I have hereunto set my hand and [Seal.] affixed my official seal, this third day of August, A. D. 1894.

H. L. Braynard,
Notary Public,
Westchester Co.

Certificate filed in New York Co.

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

On this third day of August, 1894, before me, a Notary Public of the State of New York and in and for the City and County of New York, personally came James B. Williams, with whom I am personally acquainted, and the said James B. Williams, being by me first duly sworn, said that he resided in the City of Stamford, State of Connecticut; that on the 25th day of January, A. D. 1889, he was the Vice-President of the Northern Pacific Railroad Company; that he signed his name to the foregoing instrument by order of the Board of Directors of the said

Northern Pacific Railroad Company; that the said Samuel Wilkeson, who is now dead, was at that time Secretary of the Northern Pacific Railroad Company; that he is familiar with the handwriting of the said Samuel Wilkeson, and that his name signed to said instrument is in his own proper handwriting; that he knew the Corporate Seal of said Company; that the seal affixed to the foregoing instrument was such Corporate Seal; that it was so affixed by order of the Board of Directors of the said Northern Pacific Railroad Company, and he acknowledged that the said instrument was the free act and deed of the said Northern Pacific Railroad Company, and the free act and deed of himself, the said James B. Williams, and the said Samuel Wilkeson, as Vice President and Secretary of said Company respectively, and was signed by them, and otherwise executed by them, by the order of the Board of Directors of said Company.

In Witness Whereof I have hereunto set my hand and affixed my official seal, this 3d day of August, A. D. 1894.

[Seal.]

L. R. Kidder,
Notary Public, (111)
New York County and State.

[1131]

State of Minnesota. } ss.
County of Ramsay. }

Office of the Register of Deeds.

This is to certify that the within instrument was filed for record in this office at St Paul on the 8 day of August, A. D. 1894, at 11 30 o'clock A. M., and that the same was duly recorded in Book 35 of Miscellaneous Pages 1 etc.

Chas. L. Haas
Register of Deeds.
By O. Savard,
Deputy.

State of Minnesota. } ss.
Department of State. }

I hereby certify that the within instrument was filed for record in this office on the 8 day of August, A. D. 1894, at 2½ o'clock P. M., and was duly recorded in Book 7 of R. R. Records, on page---

F. P. Brown
Secretary of State.

State of Wisconsin. } ss.
Department of State. }

Received this 13" day of August A. D. 1894, and recorded in Vol. 10, of R. R. Mtgs. and Trust Deeds on pages 10 to 19.

T. J. Cunningham
Secretary of State.

Indexed

Northwest Equipment Company of Minnesota
with
Northern Pacific Railroad Company.
Contract of Hiring.
Dated June 20 1889.

This Contract of Hiring, made and concluded the twentieth day of June, A. D. one thousand eight hundred and eighty-nine, by and between the Northwest Equipment Company of Minnesota, party of the first part, and the Northern Pacific Railroad Company, party of the second part.

Whereas, The parties hereto heretofore made and entered into a contract of hiring, bearing date the 26th day of July, 1888, under which, as subsequently modified, the parties of the first part agreed to hire and furnish to the party of the second part the following described railroad equipment and rolling stock, that is to say: 22 passenger locomotives, 10 switching locomotives, 13 consolidation locomotives, 23 mogul locomotives, 14 ten-wheeled locomotives, 1000 box cars, 300 eight-wheeled coal cars, 200 four-wheeled coal cars, 10 first-class passenger coaches, 5 express cars, 6 combination mail and express cars, 500 box cars and 5 60 furniture cars; the greater part of which said equipment has been already delivered, and the remainder is in process of delivery to the party of the second part under the said contract of hiring. And under and according to the terms of two like contracts of hiring, made by and between said parties, bearing date, respectively, the eighteenth day of October, A. D. 1888, and the twenty-fifth day of January, A. D. 1889, the party of the first part agreed to hire and furnish to the party of the second part 50 refrigerator cars and 20 emigrant sleeping cars, and the same have been delivered to the party of the second part under said two last mentioned contracts of hiring.

And Whereas, The limit of the authorized capital stock of

the party of the first part is three millions of dollars ($3,000,000); and the cost and value of the railroad equipment and rolling stock delivered and to be delivered under the said three former contracts of hiring amount to the sum of $2,410,870, leaving $589,130 of said authorized capital stock yet unexpended.

And Whereas, The party of the second part desires to hire and take from the party of the first part, and the party of the first part is willing to hire and furnish to the party of the second part, additional equipment and rolling stock, hereinafter particularly described, the cost and value whereof, together with the cost and value of the equipment and rolling stock delivered and to be delivered under the said three former contracts, shall amount, as nearly as may be to the sum of $3,000,000, and the parties hereto have agreed to modify the said three existing contracts of hiring in the particulars and manner hereinafter specified:

Now Therefore, This Contract Witnesseth, as follows:

I.— The party of the first part agrees to hire and furnish to the party of the second part, within the respective times and for the period and periods hereinafter specified the following described railroad equipment and rolling stock, for use in the railroad traffic and operations of the party of the second part, and at its sole risk, that is to say: so many freight box cars, as at their actual cost and value, to be ascertained and determined as hereinafter provided, shall amount to the sum of five hundred and eighty-nine thousand one hundred and thirty dollars ($ 589,130), or as near that amount as may be according to the said cost and value thereof. Any difference between said sum of ($589,130), and the actual cost and value as aforesaid of the said cars, shall be adjusted and settled by and between the parties at the time of delivery of the last lot thereof.

The said cars are to be furnished and delivered by the party of the first part to the party of the second part in the times and in the manner following, that is to say: at least five hundred (500) of said cars shall be delivered before the 31st of August next, and the remainder in the month of September, 1889.

The descriptions or specifications of said cars are to be furnished to the party of the first part in due time by the party of the second part; and all of said cars shall be of the classes and descriptions, and according to the specifications, to be furnished or approved by the party of the second part. They shall be of the first quality, and shall be purchased by the party of the first part only from manufacturers of approved reputation, and at such price per car as shall be approved by the President of the party of the second part.

The term and period of said hiring shall be from the day of the

delivery to, and acceptance by, the party of the second part of each lot of said cars, respectively, to the first day of October, eighteen hundred and ninety-eight; and the said cars shall be delivered to the party of the second part at the place or places where they now are, or where they shall be built. The party of the second part agrees that, except as it is hereinafter otherwise provided, it shall and will at its own cost, charge and expense, return the said equipment and rolling stock to the party of the first part, at the end of said term or upon the sooner determination of this contract, and at the place or place where said equipment and rolling stock shall have been delivered as aforesaid, or at such other place or places as the parties hereto shall agree upon; in as good order and condition as when so delivered, reasonable wear and tear only excepted, and without any excuse or relief for non-delivery by reason of inevitable accident or otherwise; or in case any of said equipment and rolling stock shall have been destroyed, or injured beyond repair, the party of the second part shall and will deliver, as aforesaid, to the party of the first part, other equipment and rolling stock, of equal value and of like material, character and construction, in place of that destroyed or injured as aforesaid.

II. It Is Hereby Agreed, That the actual cost to the party of the first part of the said equipment and rolling stock, hereby hired or agreed to be hired, shall, for all purposes of this contract, be conclusively taken and deemed to be the value thereof, and the said value shall be entered in a schedule containing the classes, descriptions, series and numbers of the cars delivered and accepted under this contract, with the date of the delivery and acceptance thereof, to be hereto annexed at the times of the delivery and acceptance of the said several cars, or lots or quantities of cars; and, at the same time, the party of the first part shall furnish to the party of the second part a statement of said actual cost, and, if required, shall verify the same by the exhibition to the party of the second part, of proper vouchers for said cost.

The party of the second part agrees that in case the said cars furnished under this contract, or any of them, shall, from any cause, be destroyed or injured beyond repair during the said term or the continuance in force of this contract, the party of the second part shall and will, at its own sole cost, replace the same, and keep the same replaced, by other like equipment and rolling stock, of equal value, and of similar material, character and construction; and in case said equipment and rolling stock shall be returned to or taken by the party of the first part under any of the provisions of this contract in a damaged or deteriorated condition, the amount of such damage or deterioration shall be paid by the party of the second part to the party of the first part, which amount of damage or deterioration shall be ascertained and determined, if the parties hereto fail to agree thereon, by two competent and disinterested arbitrators, one to be selected by

the party of the first part, and one by the party of the second part; and if either party shall refuse or neglect to appoint an arbitrator on its part, within ten days after written notice from the other party of its appointment of an arbitrator on its part, and therein naming him the arbitrator so appointed by the party giving such notice, may and shall select and appoint a competent and disinterested person to act as arbitrator for and on behalf of the party so notified, and refusing or neglecting to appoint; and the two thus chosen shall select a third arbitrator of like qualifications, and the written decision and award of the three arbitrators, or a majority of them, shall be binding and conclusive on the parties hereto in respect of the amount of such damage.

III. The party of the second part further agrees, that it will not assign, transfer, or otherwise dispose of, the said equipment and rolling stock, or any of it, or suffer or permit any of said cars hereby hired or agreed to be hired, to pass out of its possession or control, except so far as is usual in and for interchange of traffic, without the consent in writing of the party of the first part first had and obtained; that it, the party of the second part, shall, in due season, pay all taxes that shall be lawfully levied or charged on said equipment and rolling stock, or upon the party of the first part by reason of its ownership thereof, or by reason of any indebtedness due to it under the provisions of this contract, and shall not suffer or permit the said equipment and rolling stock or any part of it, to be seized or held, or in any manner encumbered, by or for any tax, or for any debt or obligation of the party of the second part; that it, the party of the second part shall and will, during the existence in force of this contract, keep and maintain the said equipment and rolling stock in good repair and working condition, including all necessary greasing and oiling of axles and axle-boxes, and painting of the said cars as reasonably required, the same to be done to the satisfaction of the agent or engineer of the party of the first part; and, further, that it, the party of the second part, shall, during the continuance in force of this contract, keep the said equipment and rolling stock insured by reputable insurers against loss and damage by fire, but in case the part of the second part shall fail to effect or maintain such insurance, the party of the first part may, at its option, cause such insurance to be effected, for the benefit of the party of the second part, by such insurers, and in such manner as the party of the first part may deem best, and the party of the second part shall and will, on demand, pay to the party of the first part the premiums and other expenses, if any, paid by the party of the first part for such insurances, together with interest thereon at the rate of six per cent. per annum.

IV. It Is Mutually Agreed by the parties hereto, that on each side of the said several cars there shall be, or shall have been, at the time of the delivery thereof to the party of the second part, securely placed, a cast-iron plate, bearing conspicuously thereon the following words, letters, characters and figures, viz.: "Northwest Equipment Co. of Minn., Owner, hired to Northern Pacific R. R. Co. Series No. ," for the purpose of designating and making publicly known the ownership of the said equipment and rolling stock; and each such car shall be numbered with the number thereof to be specified in the schedule aforesaid.

And it is further mutually agreed, that at all times during the existence in force of this contract, the plate bearing thereon the name, number and other marks and insignia of ownership, shall be fixed and retained upon each side of each of said cars for the purpose aforesaid; and the party of the first part shall be entitled, at reasonable times, to renew, repair or replace said plate, marks or insignia of ownership; and in the event of any such plates, marks or insignia of ownership being destroyed or displaced, defaced or damaged, the party of the second part shall, as soon as practicable, and at its own cost, charge and expense, restore the same.

V It Is Further Agreed, that the said railroad equipment and rolling stock shall be delivered by the party of the first part to such officer or agent of the party of the second part as it, the party of the second part, shall, in writing, designate or appoint for the purpose of receiving the same; and the receipt of the said officer or agent shall be final and conclusive evidence of the acceptance, to the satisfaction of the party of the second part, of each car so delivered and receipted for.

VI. In consideration of the premises, and as the hire of the said equipment and rolling stock and compensation for the use thereof, the party of the second part hereby agrees to pay to the party of the first part, at the times hereinafter specified, at the office of the party of the second part, in the City of New York, the following sums of money, in gold coin of the United States, of or equal to the present standard of weight and fineness, that is to say: (1) an amount equal to one-fourth of seven per centum upon the value, ascertained and determined as hereinbefore provided, of each car delivered and accepted as aforesaid; said payments to be made at the end of each and every three months from the delivery and acceptance of each such car, and at that rate for each fraction of a quarter year, until and including, the thirty-first day of December, in the year eighteen hundred and eighty-nine; and (2) an amount equal to the one-fourth of seven per centum upon the aggregate value, ascertained and determined as aforesaid, of all said equipment and rolling stock, to be paid at the end of each and every three months from and after the said thirty-first day of December, in the year eighteen hundred and eighty-nine, to and including the first day of October, in the year eighteen hundred and ninety-eight.

VII. It Is Hereby Expressly Declared And Agreed, that time is

and shall be, of the very essence of this contract, and that any forfeiture or penalty incurred by the party of the second part for failure to comply with or perform any agreement herein contained, at or within the time herein specified for the doing or performing thereof, shall not, in any circumstances, be relievable against in equity or in law. ——————

——— VIII. It Is Further Agreed, that if at any time the party of the second part shall make default in the payment of any of the sums of money specified and agreed to be paid in Clauses III. and VI., or to make any of the deposits agreed to be made in Clause X. of this contract, or shall fail, omit or neglect to keep, observe or perform any other of its agreements herein contained, then, and in any or either of such cases, the party of the first part may, at its option, take possession of said equipment and rolling stock, whether the same be on the premises of the party of the second part, or elsewhere; and the party of the first part, by its officers, agents or attorneys, may, for that purpose, enter into and upon said premises, or into or upon any place or premises where the said cars or any of them then shall be, and remove the said equipment and rolling stock and every part thereof therefrom, and have and hold the same discharged from any liability hereunder; and shall be entitled to hold and retain, to its own use, all payments theretofore made to it by the party of the second part for the hire and compensation for the use of said equipment and rolling stock, and to collect, receive and recover from the party of the second part the said hire and compensation at the rate aforesaid, up to the time of such repossession, together with damages, if any, to be ascertained and determined by arbitrators as provided in Clause II. of this contract, by reason of the condition in which said equipment and rolling stock shall be when so taken by the party of the first part, and also such damages, if any, to be ascertained as aforesaid, as the party of the first part shall have sustained by reason of the breach or breaches of any of the agreements of the party of the second part herein contained. Provided, however, and it is understood and hereby expressly covenanted and agreed by and between the parties hereto that nothing in this clause or in Clause I. of this contract contained shall be construed to deprive the party of the first part of its right (instead of retaking said equipment and rolling stock) to recover and receive from the party of the second part, in money, the full value of the said equipment and rolling stock ascertained and determined as aforesaid, less the amount of money that shall be realized from the deposits in the hands of the Trustee, or sale thereof by the Trustee, as provided in Section X. of this contract, at any time, when, by reason of anything herein contained, the party of the first part might, at its option, receive, retake, or resume the possession of said equipment and rolling stock on default of the party of the second part or otherwise. ——————

——— IX. The party of the first part shall have the right, at all reasonable times, by its officers or agents, to examine and inspect the said equipment and rolling stock for the purpose of ascertaining its condition, and whether or not the party of the second part is complying with the terms of this contract. ——————

——— The party of the second part, in consideration of the premises, does hereby further covenant and agree to and with the party of the first part, that, in lieu of the securities furnished by the party of the second part to the party of the first part, pursuant to clause XIII of each of the three contracts of hiring hereinbefore mentioned, dated, respectively, July 26, 1888, October 15, 1888, and January 25, 1889; and in lieu of any other security for the performance of this contract by the party of the second part, it, the party of the second part, shall and will, within six months from the date hereof, and on the first day of October, 1890, and on the same day in each and every year thereafter until and including the year eighteen hundred and ninety-eight (1898), deposit with The Farmers' Loan and Trust Company, of the City of New York, as Trustee, for the purposes and upon the trusts in this clause (X.) of this contract specified and declared, a sum of money equal to the one-tenth of the actual cost and value, ascertained and determined as in said former contracts and in this contract provided, of the railroad equipment and rolling stock theretofore hired and furnished by the party of the first part to the party of the second part under the said three former contracts and under this contract; or, at the option of the party of the second part, an amount or number of either the first, second or third general mortgage bonds of the party of the second part, which, at their then market value on the New York Stock Exchange, shall be equal to the one-tenth of the said cost and value of said railroad equipment and rolling stock, or an amount or number of the proposed collateral trust bonds of the party of the second part which shall be equal, at their par value, to the one-tenth of the aggregate cost and value, ascertained and determined as aforesaid, of all said equipment and rolling stock. ——————

——— The said deposits or any of them may be made, in whole or in part, in one or more of the above-mentioned descriptions of bonds, at their respective values aforesaid. ——————

——— The said deposits and each of them, whether of money or of bonds or both, shall be held by the said Trust Company as a special deposit, in trust and as security for the faithful performance by the party of the second part of each and every of its covenants and agreements contained in this contract, and of those contained in the said three former contracts, and each of them, as the same are hereby modified. If, how-

even, the said deposits, or any of them, or any part thereof, shall consist of the bonds aforesaid or of other securities, the party of the second part may, from time to time, exchange others therefor upon the written consent of the party of the first part and upon depositing with the said Trust Company in their place, money, or other securities satisfactory to the party of the first part. ——— The interest on all the securities on deposit with the Trustee under this contract shall, as the same matures, be collected by it, and paid to the party of the second part for its own use. ——— On the first day of October, 1898, or on the sooner determination of this contract by reason of any default on the part of the said party of the second part, or on such day within ten days thereafter as the parties hereto shall agree upon, or if they fail to agree, as the Trustee shall determine, the Trustee shall, unless the parties hereto agree upon a private sale, sell the securities then on deposit, at public sale, having first given usual notice thereof; and after paying the costs and expenses of said sale, the Trustee shall pay to the party of the first part so much of the net proceeds of said sale or sales as, with the amount of money on deposit, if any, shall be equal to the aggregate cost and value, ascertained and determined as in the said three former contracts, and in this contract is provided, of all the said railroad equipment and rolling stock hired and furnished by the party of the first part to the party of the second part under all said contracts. And the residue, if any, of the said net proceeds of said sale or sales and of the moneys on deposit as aforesaid shall be paid by the Trustee to the party of the second part; but if the net proceeds of the said sale or sales, together with the money then on deposit, shall not be sufficient to pay the said aggregate cost and value of all said equipment and rolling stock, then and in such case, the party of the second part shall forthwith pay to the party of the first part the amount of the deficiency. ——— The costs and expenses of and attending the said trust shall be borne, paid and defrayed by the party of the second part, without any charge therefor to or against the party of the first part. ——— And the party of the first part hereby covenants and agrees to and with the party of the second part, that upon receiving from the said Trustee or from the party of the second part, on or within ten days after the first day of October, 1898, the full amount of the said aggregate cost and value, ascertained and determined as aforesaid, of all said railroad equipment and rolling stock, and provided the party of the second part shall have paid to the party of the first part all the quarter-yearly installments required to be paid according to the provisions of Clause VI. of this contract and of each of the said three former contracts, in the manner and at the times therein specified, until and including the said first day of October, A. D. one thousand eight hundred and ninety-eight (1898), it the party of

the first part, in consideration of the premises and of one dollar to be paid to it by the party of the second part; shall sell, and by bill of sale or other appropriate instrument convey, to the party of the second part, all of said railroad equipment and rolling stock, including as well the equipment and rolling stock hired under the said three former contracts as that hereby hired or agreed to be hired. ——— It is hereby mutually covenanted and agreed by and between the parties hereto, that the securities heretofore furnished by the party of the second part to the party of the first part, shall, upon the making of the first deposit hereinbefore agreed to be made by the party of the second part with the said The Farmers' Loan and Trust Company within six months from the date hereof, be surrendered and re-delivered to the party of the second part. ——— It is hereby mutually covenanted and agreed by and between the parties hereto that clauses numbered respectively X. and XIII. in each of the three former contracts hereinbefore mentioned, be, and the same are, hereby abrogated and annulled; that each and every part of, and each and everything contained in, the said three former contracts and each of them respecting an extension thereof, and each and every part of the said three former contracts and of each of them, and everything therein contained inconsistent or not harmonizing with, or varying from, the provisions of this contract are also abrogated and annulled; that the provisions of this contract, so far as applicable or appropriate, shall be deemed and taken to be part and parts of the said three former contracts and of each of them; and that the said three former contracts and each of them are hereby modified and amended accordingly. ——— X I. It Is Expressly Understood And It Is Hereby Declared And Agreed, That nothing in this contract contained, and no action hereunder, shall divest, change or in any manner affect, the title of the party of the first part to the said equipment and rolling stock, until the payments provided in clauses VI. and X. of this contract, shall have been fully and punctually made to the party of the first part, and until the party of the first part shall have delivered to the party of the second part a bill of sale, or other appropriate instrument, conveying the said equipment and rolling stock to the party of the second part. And until all said payments shall have been made, and the said bill of sale or other appropriate instrument shall have been delivered, the said equipment and rolling stock shall continue to be and remain the property of the party of the first part, and no right whatsoever, therein or thereto, shall pass to the party of the second part, excepting the right to use the said equipment and rolling stock in strict accordance with the terms of this contract. ——— X II. In case the party of the first part shall, at any time before the expiration of the said period of hiring, assign the said equipment and rolling stock or this contract, then these presents shall become and be a con-

tract between the assignee and the party of the second part, and such assignee shall have and possess all the property, rights, powers and remedies which are now or may be held, owned or possessed by the party of the first part, with the same force and effect as if this contract had been made by and between such assignee and the party of the second part.

In Witness Whereof, the parties hereto have caused this contract to be signed by their respective Presidents or Vice Presidents, and their respective corporate seals, attested by their respective Secretaries or assistant Secretaries, to be hereon impressed, in duplicate originals, the day and year first hereinbefore written.

Northwest Equipment Company of Minnesota,

By

Colgate Hoyt,

President.

[Seal.]

Attest:

Charles H. Vetmore,

Secretary.

Northern Pacific Railroad Company,

By

James B. Williams

Vice-President

[Seal.]

Attest:

Geo. H. Earl,

Assistant Secretary.

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

On this second day of August, 1894, before me, a Notary Public of the State of New York and in and for the City and County of New York, personally came Colgate Hoyt, President, and C. H. Vetmore, Secretary, of the Northwest Equipment Company of Minnesota, with both of whom I am personally acquainted, and the said Colgate Hoyt, being by me first duly sworn, said that he resided in the Town of Oyster Bay, Long Island, State of New York; that he was the President of the Northwest Equipment Company of Minnesota, and that he signed his name to the foregoing instrument by the order of the Board of Directors of the said Northwest Equipment Company of Minnesota, as President of the said Company; and the said C. H. Vetmore, being by me first duly sworn, said that he resided in Oyster Bay, Long Island; that he was the Secretary of the Northwest Equipment Company of Minnesota at the time of the execution of the foregoing instrument; that he knew the Corporate Seal of said Company;

that the seal affixed to the foregoing instrument was such Corporate Seal; that it was so affixed by him by the order of the Board of Directors of the said Northwest Equipment Company of Minnesota; and that he signed his name thereto by like order as Secretary of said Company, and they acknowledged that the said instrument was the free act and deed of such corporation.

I hereby certify that the said instrument is executed and acknowledged by the Northwest Equipment Company of Minnesota, according to the Laws of the State of New York.

In Witness Whereof I have hereunto set my hand and affixed my official seal, this second day of August, A. D. 1894.

(Seal.)

L. R. Kidder

Notary Public (115)

New York County and State.

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

On this second day of August, 1894, before me, a Notary Public of the State of New York and in and for the City and County of New York, personally came James B. Williams and George H. Earl, with both of whom I am personally acquainted, and the said James B. Williams, being by me first duly sworn, said that he resided in the City of Stamford, State of Connecticut; that on the 20th day of June, A. D. 1889, when the foregoing instrument was executed, he was the Vice-President of the Northern Pacific Railroad Company; and that he signed his name to the foregoing instrument by order of the Board of Directors of the said Northern Pacific Railroad Company as Vice-President of the said Company, and the said George H. Earl, being by me first duly sworn, said that he resided in the City of Jersey City, State of New Jersey; that he was the Assistant Secretary of the Northern Pacific Railroad Company; that he knew the Corporate Seal of said Company; that the seal affixed to the foregoing instrument was such Corporate Seal; that it was so affixed by him by order of the Board of Directors of the said Northern Pacific Railroad Company, and that he signed his name thereto by like order as Assistant Secretary of said Company; and they acknowledged that the said instrument was the free act and deed of the Northern Pacific Railroad Company and of the said James B. Williams and George H. Earl, as Vice-President and Assistant Secretary respectively.

I hereby certify that the said instrument is executed and acknowledged by the Northern Pacific Railroad Company, according to the Laws of the State of New York.

In Witness Whereof I have hereunto set my hand and affixed my official seal, this second day of August, A. D. 1894.

L. R. Kidder.
Notary Public, (111.)
New York County and State.

[Seal]

[1131a]

State of Minnesota } ss.
County of Ramsey. }

Office of the Register of Deeds.

This is to certify that the within instrument was filed for record in this office at St Paul, on the 8 day of August, A. D. 1894. at 11^{30} o'clock A. M. and that the same was duly recorded in Book 36 of Miscellaneous, pages 1 etc.

Chas. L. Haas
Register of Deeds
By O. Savard.
Deputy.

State of Minnesota } ss.
Department of State. }

I hereby certify that the within instrument was filed for record in this office on the 8 day of August, A. D. 1894, at 2^{45} o'clock P. M., and was duly recorded in Book 7 of R. R. Records on page....

F. P. Brown
Secretary of State.

State of Wisconsin. } ss.
Department of State. }

Received this 13th day of August, A. D. 1894, and recorded in Vol. 10. of R. R. Mtgs. and Trust Deeds on pages 19-30.

J. J. Cunningham,
Secretary of State.

Chicago, St Paul, and Minneapolis Railway Company

Deed of Release for 1886.

This Indenture, made this 24 day of August in the year of our Lord one thousand eight hundred and ninety-four between Walter Edwards, of the State of New York, party of the first part, and John A. Kumbird; Van Rensselaer Allison; Albert H. Munn; Andrew H. Johnson; Alanson L. Bruce; August L. Larson; Sigvald A Evale; Emil Poppe; George Harren and Company; Frank Kacheski; The Jones Lumber and Mercantile Company; William H. Nash; Stephen A. Pratt; John H. Spear; Ole Nilson; Andrew Shafer; Henry Black; Henrich Putz; Henry E. Hotchkiss; James L. Gates; Frank Kelly; Edward Blaine Reed; Thomas O. Lasby; Charles D. Stronsand; William A. Stroup; Louis Keller; Alvah Andrews; Thomas O. Teigen; Anna Eligabeth Pfaff; George Parker; Andrich Lohn; Western Woodard; Mark Ryder; Jerah L. Hillis; Olof E. Sundvig; Charles D. Knight; Jacob Nelson; John Moy; Hosea B. Brewer; George Harren and Company; August Buske; Charles L. Ferguson; James A. Swan; Jerome H. Cole; Herman Hart; Harlow D. Hartwell; Simon L. F. Cobban; Peter Boison; Thomas B. Mills; Gottlob Geisdorf; William T. Liddell; Horace Stiles; Ann Jela Stiles; Lemuel L. Stanley; Amelia P. Hatch; Carl Stubbe; Daniel McPhee; Orlando D. Coleman; Joseph Bluecharick; Anton Heingire; George M. Hudson; and Willard M. Hudson; William Luer; Nils O. Haugen; Sarah H. Lee; Alden R. Moffat; Hans Olson Nordby; Louis Reno; Mamie S. York; Elias J Aaron; Mrs. Rose Gregory; Phillip Schickel; Margaret B. Popple; Hans Amundson; Milton L. Clark; Andrew Conley; Jackson Phillips; Charles Betcher; Sharon L. Shafer; Charles Knight; John Stoltz; Edward Noble; Eunice D. Bailey; Ole Halvorson; Abell Kaye; Annie Carroll; Charles Felener; John H. Jones; Henry Rambow; Michael Gilson; Leland L. Copeland; Adolph Pischke; John Rum; Edson Segum; Willis E. Keller; Mike Frank Mohr; Henry Lyman Davis; Norman J. Satterlee; Kasper Mrasek; James Bice; Walter H. Williams; Mathias Kener; August Young; Albert B. Hall; John A. Kumbird; Daniel L. Baldwin; Konud S. Bergseth; John A. Keick; Fred Kemp and Adolph Kemp; Elias Schlough; Arthur Ford; Jacob Polley; Anton Bykel; Oswald A. Thomas; Ira J. Smith; Arndt Anderson; Alexander H. Peck; Anton Zimmerman; William Dickason; William Neitzel; George Hard; Jacob H. Burk; Curtis Buzzell; Eleazer S. Hammond; Sigvald A. Evale; Mary Babbitt; William H. Clark; Mrs. Elizabeth Craig; School District No. One (1) in the Town of Otter Creek, Dunn County Wis; William Dickason; John Neuberger; Ella L. Dodge; Edgar A. LeClair; Arnt Peterson; Glenwood Manufacturing Company; Frederick Heidtke; John V. Raven; Ole P. Score; Carrie E. Theline

and Amanda Martin; Herbert K. Hurd; George C. Thompson; Eliza Ammorn; Alice Ward; Ellenora Reid; Lars C. Bolleng; Johannes Lasch; John T. Kingston Jr. and Minerva J. Dawes; James M. Brackett; Peter Elifson; Coolidge Fuel and Supply Company; Green K. Brown; John Nickelson; Pontius Anderson and Fred Anderson; Abraham Hamman; John Woodard; Thomas Tweed; John Paulus; August Craig; Joseph Kohler; John V. Raven; Frederick Miller; Philip Kline; Andrew A. Anderson; Frank Pille; Edward Strauch; Sigvald A. Svale; The Knapp Stout & Co. Company; Alexander Webb; James Downing; Fred Ambrester; Herman Stiehl; George K. Dobbins; Elizabeth Fox; Fridrich Flack; John Dugan; Charles Seguin; Michael Breiter; John B. Theriault; Andrew Kelliker; Frank Gifford; Ole T. Olson and L. A. Overby; Carrie Root; Ole A. Samdahl; David Goss; Erick L. Larson; William R. Ryder; Henry E. Hotchkiss; August Kenowski; Joseph Gibson; Henry D. Stiehl; Amelia Burger; Valentine Koenig; Almon Foster; Merrit Symmonds; Bernhard Senn; William K. Lett; Sigvald A. Svale; Charles K. Shores; William E. Eyre; Charles Larson; James Anderson; Michael McGuinn; Gunder Semmingson; Knud Halverson; William Fitzgerald; Moses Brown; Joseph Rossel; John Zillmer; Charles Tenner John O. Kolden; Maria Brooks; James Kimball and Jason Kimball; John R. Sturdevant and Lafayette M. Sturdevant; Frederic N. Anderson; Gottlieb Buchholz; Ezra Tompkins and Ferdinand Page; John Rigstadt John F. Brewer and Ernest Burger 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 William K. Leonard, 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 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 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 K. Leonard and John Dutton Stele were plaintiffs, and the West Wisconsin Railway Company and others were defendants, the lands hereinafter described, and other lands, were conveyed to Henry K. Porter, David Dows and Halston 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 William K. Leonard became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, William K. Leonard 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 the land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Leonard 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, 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 and by its successor the Chicago, St Paul, Minneapolis and Omaha Railway Company to said parties of the second part hereto, and

Whereas, said William K. Leonard, Trustee as aforesaid has deceased and the said party of the first part hereto has been established as Trustee.

Now Therefore, this indenture Witnesseth, that the said party of the first part hereto, in consideration of the sum of Eighty-one thousand four hundred sixty-four and 32/100 ($81,464 32/100) 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 John A. Humbird, the Lots Nos Three (3) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and The North East fractional Quarter (1/4) of the North West Quarter (4) and the North East Quarter (1/4) of the South East Quarter (4) of Section No. One (1) in Township No. Twenty-one (21) North, Range No. Four (4) West, containing Three Hundred and Two and 70/100 (302 70/100) acres, to Van Rensselaer Allison. The West Half (1/2) of the North East Quarter (1/4) of Section No. Twenty-five (25) in Township No. Thirty (30) North, Range No. Seven (7) West, containing Eighty (80) acres, to Albert K. Munn. The North West Quarter (1/4) of Section No. Twenty-seven (27) in Township No. Eighteen (18) North Range No. Four (4) West, containing One hundred and Sixty (160) acres, to Andrew K. Johnson. The North Half (1/2) of the North West Quarter (1/4) of Section No. Eleven (11) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West, containing Eighty (80) acres, to Alanson C. Bruce. The West Half (1/2) of the South West Quarter (1/4) of Section No. Seventeen (17) in Township No. Thirty (30) North Range No. Fourteen (14) West, containing Eighty (80) acres, to August C. Larson. The North Half (1/2) of the North East Quarter (1/4) of Section No. Thirty Three (33) in Township No. Twenty-eight (28) North Range No. Twelve (12) West, containing Eighty (80) acres, to Sigvald A. Svale. The East Half (1/2) of the North West Quarter (1/4) and the South Half (1/2) of the South West Quarter (1/4) of Section No. Twenty-five (25) and the East Half (1/2) of the North East Quarter (1/4) of Section No. Thirty Three (33) and the East Half (1/2) of the North East Quarter (1/4) of Section No. Thirty Five (35) all in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Three Hundred and Twenty (320) acres, to Emil Poppe. The West Half (1/2) of the North East Quarter (1/4) of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing Eighty (80) acres, to George Warren and Company. The South Half (1/2) of the North East Quarter (1/4) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres, to Sigvald A. Svale. The South West Quarter (1/4) of the South West Quarter (1/4) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Six (6) West, and the South Half (1/2) of the North West Quarter (1/4) of Section No. Seventeen (17) and the South Half (1/2) of the North East Quarter (1/4) and the North Half (1/2) of the North West Quarter (1/4) and the South East Quarter of the North West Quarter (1/4) and the North East Quarter (1/4) of the South West Quarter (1/4) and the North Half (1/2) of the South East Quarter (1/4) of Section No. Thirty thru (33) and the North West

Quarter (1/4) of the South East Quarter (1/4) of Section No. Fifteen (15) and the North East Quarter (1/4) of the South East Quarter (1/4) of Section No. Twenty Three (23) and the North Half (1/2) of the North East Quarter (1/4) of Section No. Thirty Three (33) all in Township No Twenty Three (23) North, Range No. Six (6) West, and the North Half (1/2) of the North West Quarter (1/4) of Section No. Thirteen (13) and the South East Quarter (1/4) of the North West Quarter (1/4) of Section No. Seventeen (17) and the West Half (1/2) of the North West Quarter (1/4) and the North West Quarter (1/4) of the Southwest Quarter (1/4) of Section No. Twenty Five (25) and the South Half (1/2) of the North West Quarter (1/4) of Section No. Twenty Nine (29) all in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Nine Hundred and Twenty (920) acres, to Frank Kobeski. The West fractional Half (1/2) of North West Quarter (4) of Section No. Five (5) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Seventy Five and 87/100 (75.87/100) acres, to The Jones Lumber and Mercantile Company. The South West Quarter (1/4) of the North West Quarter (1/4) of Section No. Twenty One (21) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Forty (40) acres, to William K. Nash. The South West Quarter (1/4) of the South West Quarter (1/4) of Section No. Twenty Nine (29) in Township No. Twenty-Two (22) North, Range No. Four (4) West, containing Forty (40) acres, to Stephen A. Pratt. The North West fractional Quarter (1/4) of Section No. Seven (7) in Township No. Eighteen (18) North, Range No. Four (4) West, containing One Hundred Sixty One and 6/100 (161 6/100) acres, to John K. Spear. The South East Quarter (1/4) of the North West Quarter (1/4) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing Forty (40) acres, to Ole Nilson. The South fractional Half (1/2) of the North West Quarter (1/4) of Section No. Nineteen (19) in Township No. Twenty Four (24) North, Range No. Nine (9) West, containing Eighty and 93/100 (80 93/100) acres, to Andrew Shafer. The South East Quarter (1/4) of the South West Quarter (1/4) of Section No. Three (3) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Henry Black. The North Half (1/2) of the North East Quarter (1/4) and the North East Quarter (1/4) of the North West Quarter (1/4) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres, to Henry Fitz. The South Half (1/2) of the South West Quarter (1/4) of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing Eighty (80) acres, to Henry E. Hotchkiss. The West Half (1/2) of the North East Quarter (1/4) of Section No. Nine (9) and the South Half (1/2) of the North East Quarter (1/4) and the South East Quarter (1/4) of Section No. Fifteen (15) and the North Half (1/2) of the North East Quarter (1/4) and the North East Quarter (1/4) of the North West Quarter (1/4) and the South West Quarter (1/4) of Section No. Twenty Seven (27) and the North

East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty-Four (24) North, Range No. Five (5) West, containing Seven Hundred and Sixty (760) acres, to Sigvald A. Svale. The East Half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) and the East Half (½) of the North West Quarter (¼) of Section No. Twenty Five (25) and the North East Quarter (¼) of the North East Quarter (¼) and the South Half (½) of the North East Quarter (¼) and the South West fractional Quarter (¼) of Section No. Seven (7) and the North East Quarter (¼) and the West Half (½) of the North West Quarter (¼) and the West Half (½) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) and the North West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty-Five (25) North, Range No. Ten (10) West, containing Nine Hundred Eighteen and 59/100 (918 59/100) acres, to James S. Gates. The West Half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South West Quarter of Section No. Seventeen (17) in Township No. Twenty-Five (25) North, Range No. One (1) West, containing one Hundred and Twenty (120) acres, to Frank Kelley. The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Edward Blaine Reed. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing Forty (40) acres, to Thomas O. Lasby. The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty Two and 45/100 (42 45/100) acres, to Charles D. Stroup and William A. Stroup. The North Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Eighty (80) acres, to Louis Heller. The South West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, of Range No. Thirteen (13) West, containing Forty (40) acres, to Alvah Andrews. The South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty-Five (25) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres, to Thomas O. Seigen. The North Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Anna Elizabeth Pfaff. The South East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North Range No. Five (5) West, containing Forty (40) acres, to George Parker. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No Twenty-Nine (29) North, Range

No. Thirteen (13) West, containing Forty (40) acres, to Andrick Lohn. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing Forty (40) acres, to Western Woodard. The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Forty (40) acres, to Mark Ryder. The North East Quarter of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Forty (40) acres, to Jerah C. Willis. The West Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Ten (10) West, containing One Hundred and Twenty (120) acres, to Olof E. Lundvig. The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres, to Charles D. Knight. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Jacob Nelson. The North East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres, to John Moy. The West fractional Half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing Ninety Four and 1/100 (94 1/100) acres, to Hosea B. Brewer. The West fractional Half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing Eighty Nine and 09/100 (89 09/100) acres, to George Warren and Company. The North fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. One (1) West, containing Fifty Eight and 13/100 (58 13/100) acres, to August Bucke. The South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres, to Charles L. Fergerson. The North Half (½) of the North West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Twenty (20) acres, to James A. Swan. The South Half (½) of the North West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Twenty (20) acres, to Jerome H. Cole. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Two North, Range No. Four (4) West, containing Forty (40) acres, to Herman Hart. The East

Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres, to Harlow D. Hartwell. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North, Range No Two (2) West, containing Forty (40) acres, to Simon C. F. Cobban. The Lot No. Three (3) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Eight West, containing Forty Nine and 10/100 (49 10/100) acres, to Peter Boison. The South fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Three (3) West, containing Sixty Eight and 55/100 (68 55/100) acres, to Sigvald A. Svale. The West fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Seventy Six (76) and 29/100 (76 29/100) acres, to Thomas B. Mills. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty (20) North, Range No. One (1) West, containing Forty (40) acres, to Gottlob Geisdorf. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fifteen (15) West, containing Forty (40) acres, to William F. Liddell. The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres, to Horace Stiles. 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 No. Four (4) West, containing Forty (40) acres, to Ann Jela Stiles. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres, to Samuel C. Stanley. The East Half (½) of the South West Quarter (¼) and the West fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing One Hundred Thirty Nine and 49/100 (139 49/100) acres, to Amelia P. Hatch. The Lot No. Two (2) of Block "9" in Railway Addition to Humbird, to Carl Stubbe. The South East Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing One Hundred and Sixty (160) acres, to Daniel McPhee. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres, to Orlando D. Coleman. The North Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres, to Joseph Blescharick. The North East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Forty (40) acres, to Anton Veingire. The North East Quarter (¼) of the South East Quarter (¼) of

Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres, to George M. Hudson and Willard M. Hudson. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Forty (40) acres, to William Luer. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Forty (40) acres, to Nils O. Hagen. The North Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres, to Sarah M. Lee. The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Forty (40) acres, to Alden R. Moffat. The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Four (24) North, Range No. Three (3) West, containing Forty (40) acres, to Hans Olson Nordby. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing Forty (40) acres, to Louis Premo. The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) and the South 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. Nineteen (19) North, Range No. One (1) West, (Except a strip of land Two Hundred (200) feet in width extending through, over and across the premises, the said strip reserved for Right of Way) containing One Hundred Forty Six and 0/100 (146 0/100) acres, to Miami S. York. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Elias J. Aaron. The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty (40) acres, to Mrs. Rose Gregory. The North East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Forty Three and 7/100 (43 7/100) acres, to Phillip Schackel. The South East Quarter (¼) of the South West Quarter (¼) and the Lot No. Seven (7) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Seventy Nine and 09/100 (79 09/100) acres, to Margaret B. Popple. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Forty (40) acres, to Hans Amundson. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty (40) acres, to Milton C. Clark. The West Half

(¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres, to Andrew Conley. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Forty (40) acres, to Jackson Phillips. The Lot No. Four (4) of Section No. Twenty Five (25) in township No. Thirty (30) North, Range No. Eight (8) West, containing Twenty Three (23) acres, to Charles Betcher. The North fractional Half (½) of the North East Quarter (¼) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing Ninety One and 00/100 (91 00/100) acres, to Sharion L. Shafer. The East Half (½) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Eight (28) North, Range No. Nine (9) West, containing Eighty (80) acres, to Charles Knight. The South West 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, containing Forty (40) acres, to John Stoltz. The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty-Five (35) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres, to Edward Noble. The East Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Nineteen (19) North, Range No. One (1) West, containing Eighty (80) acres, to Eunice V. Bailey. The Lot No. Six (6) of Section No. Five (5) in Township No. Twenty (20) North, Range No. Five (5) West, containing Forty (40) acres, to Ole Halvorson. The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing Thirty Eight and 94/100 (38 94/100) acres, to Abell Kaye. The West Half (½) of the South West Quarter (¼) of Section No Twenty Five (25) in Township No. Thirty (30) North, Range No. Fourteen West, containing Eighty (80) acres, to Annie Carroll. The South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing One Hundred and Sixty (160) acres, to Charles Felener. The East Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres, to John H. Jones. The East Half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Eighty (80) acres to Andrew Shafer. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Henry Rambow. The South West Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing One Hundred and Sixty (160) acres, to Michael Gilson. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Nineteen (19) North,

Range No. Four (4) West, containing Forty (40) acres, to Leland G. Copeland. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Adolph Pischke. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty (40) acres, to John Reim. The East Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Eighty (80) acres, to Edson Seguin. The West Half (½) of the North West Quarter (¼) of Section No Twenty-Five (25) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Eighty (80) acres, to Sigvald A. Svale. The North East Quarter (¼) and the South Half (½) and the North West Quarter (¼) of the North West Quarter (¼) and the South Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. No. Five (5) West, containing Six Hundred (600) acres, to Willis E. Keller. The West Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres, to Mike Frank Mohr. The West Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Five (5) West, containing Eighty (80) acres, to Henry Lyman Davis. The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Norman J. Satterlee. The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the North West 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, containing One Hundred and Twenty (120) acres, to Kasper Mracek. The South Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres, to James Biss. The East Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres, to Walter H. Williams. The South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres, to Mathias Kneer. The North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Eight, (8) West, containing Forty (40) acres, to August Young. The South 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. Twenty One (21) North, Range No. Five (5) West, containing One Hundred and Twenty acres, to Albert R. Hall. The North Half (½)

of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Two Hundred and Forty (240) acres, to John A. Humbird. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty One (21) North, Range No. Four (4) West, containing Forty (40) acres, to Daniel C. Baldwin. The West Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres, to Emund S. Bergoth. The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres, to John A. Keck. 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. Seven (7) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Fred Hemp and Adolph Hemp. The West fractional Half (½) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing Eighty Seven and 62/100 (87 62/100) acres, to Elias Slough. The West Half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres, to Arthur Ford. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres, to Jacob Polley. 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 Nine (29) in Township No. Twenty Two (22) North, Range No. Four (4) West containing Eighty (80) acres, to Antone Bykel. The North Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Oswald A. Thomas. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Forty (40) acres, to Ira J. Smith. The West fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) and the West Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) all in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing One Hundred Forty Six and 82/100 (146 82/100) acres, to Arndt Anderson. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres, to Alexander H. Peck. The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Anton Zimmermann. The East fractional Half (½) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty

Four (24) North, Range No. Five (5) West, containing Seventy Five and 74/100 (75 74/100) acres, to William Dickason. 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. Thirty Five (35) in Township No. Twenty (20) North, Range No. Three (3) West, containing Eighty (80) acres, to William Reitzel. The West Half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty (30) North, Range No Eight (8) West containing Eighty (80) acres, to George Ward. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing Forty (40) acres, to Jacob N. Burk. The East Half (½) 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 Eighty (80) acres, to Curtis Buzzell. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Seven (7) West, containing Forty (40) acres, to Eleager S. Hammond. The North Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Four (4) West, containing Eighty (80) acres, to Sigvald A. Evale. The West fractional Half (½) of the North East Quarter (¼) and the North East fractional 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. Twenty Three (23) North, Range No. Seven (7) West containing Two Hundred Eight and 80/100 (208 80/100) acres, to Mary Babbitt. The North East Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Forty (40) acres, to William H. Clark. The South West fractional Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. One (1) East, containing One Hundred Eighty Six and 69/100 (186 69/100) acres, to Mrs. Elizabeth Craig. The East Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Eighty (80) acres to School District No. One (1) in the Town of Otter Creek, Dunn County, Wisconsin, One (1) Square acre in the North East corner of the North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing One (1) acre, to William Dickason. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty (20) North, Range No. Three (3) West, containing Forty (40) acres, to John Neusberger. The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Forty Two and 94/100 (42 94/100) acres, to Ella L. Dodge. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty-one (31) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing Forty (40) acres, to Edgar A. Le Blair. The South West Quarter (¼) of the North West Quar-

ter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres, to Arnt Peterson. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North Range No. Seven (7) West, containing Forty (40) acres, to Glenwood Manufacturing Company. All of Section No. One (1) and Lot No. One (1) and the South West Quarter (¼) of Section No. Three (3) and the Lots Nos. One (1) and Two (2) and Three (3) and Four (4) and Five (5) and Six (6) and Seven (7) and Eight (8) and Nine (9) and Ten (10) and the South West Quarter (¼) of Section No. Five (5) and The South Half (½) of the North East Quarter (¼) and the North West fractional Quarter (¼) of Section No. Seven (7) and the South Half (½) of the South East Quarter (¼) of Section No. Eleven (11) and the South Half (½) of Section No. Fifteen (15) and the South East Quarter (¼) of Section No. Seventeen (17) and the North Half (½) of Section No. Twenty One (21) and the North Half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) and the East Half (½) of the South West Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No. Twenty Three (23) and the North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) and the North East Quarter (¼) and the North Half (½) of the North West Quarter (¼) and 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. Twenty Seven (27) and the West Half (½) of the North East Quarter (¼) and the South Half (½) of the North West Quarter (¼) and the South West Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) and the South fractional Half (½) of Section No. Thirty One (31) all in Township No. Thirty (30) North, Range No. Fifteen (15) West, and all of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Four Thousand, Nine Hundred, Two and 34/100 (4902 34/100) acres, to Frederick Heidtka. The South West Quarter (¼) of the South West Quarter (¼) and Lot No. Two (2) of Section No. Fifteen (15) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Seventy Eight and 79/100 (78 79/100) acres, to John V. Raven. The South Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Ten (10) West containing Eighty (80) acres, to Ole P. Score. The South Half (½) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Carrie E. Meline and Amanda Martini. The North West Quarter (¼) of the North East Quarter (¼) and the South Half (½) of the North East Quarter (¼) and the North West Quarter (¼) and the West Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25)

North, Range No. Three (3) West containing Four Hundred (400) acres, to Herbert H. Hurd. The West Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres, to George L. Thompson. The West fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Sixty Three and 44/100 (63 44/100) acres, to Eliza Amborn. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres, to Alice Ward. The East Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Eighty (80) acres, to Ellenorra Reed. The West Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres, to Lars L. Bolling. The North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Eight (8) West, containing One Hundred and Sixty (160) acres, to Johannes Lasch. The South East Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres, to John T. Kingston jr. and Minerva J. Dawes. The West Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Three (3) East, containing Eighty (80) acres, to James M. Brackett. 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 Seven (27) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Eighty (80) acres, to Peter Elifson. The East Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres, to Cooledge Fuel and Supply Company. The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No Seventeen (17) in Township No. Thirty (30) North, Range No. Fourteen (14) West containing Eighty (80) acres, to Green L. Brown. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres, to John Nickelson. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One North, Range No. Six (6) West, containing Forty (40) acres, to Pontius Anderson and Fred Anderson. The North East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Abraham Hamman. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Forty (40) acres, to John Woodard. The North West Quarter (¼) of the

South West Quarter (¼) of Section No. Twenty One (21) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres, to Thomas Jones. The Lot No. Four (4) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Forty Four and 76/100 (44 76/100) acres to John Bulus. The North East Quarter (¼) of the North West Quarter (¼) and the West fractional Half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Three (23) North, Range No Two (2) West, containing One Hundred Twenty Six and 44/100 (126 44/100) acres, to August Craig. The South East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No Five (5) West containing Forty (40) acres, to Joseph Kohler. The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres to John V. Raven. 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 Twenty Seven (27) in Township No Thirty (30) North, Range No. Ten (10) West, containing Eighty (80) acres, to Fredrick Miller. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. 5 (5) West, containing Forty (40) acres, to Phillip Cline. The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No Five (5) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty Nine and 70/100 (49 70/100) acres, to Andrew A. Anderson. The South West Quarter (¼) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing One Hundred and Twenty (120) acres, to Frank Pulle. The West Half (½) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Seven North, Range No. Nine (9) West, containing Eighty (80) acres, to Edward Strauch. The South 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) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres, to Sigvald A. Svale. The East Half (½) of the South East Quarter (¼) of Section No. Nine (9) and the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) and the South Half (½) of the North West (¼) and the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Two (22) North, Range No. Seven (7) West, containing Six Hundred and Forty (640) acres, to the Knapp Stout and Co. Company. The Lots Nos. One (1) and Two (2) and Six (6) and Seven (7) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing One Hundred Ninety Seven and 33/100 (197 33/100) acres, to Alexander Webb. The South West fractional Quarter (¼)

of the South West Quarter (¼) except One (1) acre in the South West corner of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Thirty Six and 87/100 (36 87/100) acres, to James Downing. The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Fifteen (15) West, containing Forty (40) acres, to Fred Ambrester. The North Half (½) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Five (5) West containing Eighty (80) acres, to Herman Stiehl. The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty (40) acres, to George H. Dobbins. The South East Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Eighteen (18) North, Range No. One (1) West, containing Forty (40) acres, to Elizabeth Fox. The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Friedrich Flach. The North Half (½) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Eight (8) West containing Eighty (80) acres, to John Dugan. The West Half (½) of the North West Quarter (¼) of Section Twenty Five in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres, to Charles Seguin. The South Half (½) of the South Half (½) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing One Hundred and Sixty (160) acres, to Michael Breiter. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty (40) acres, to John B. Theriault. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) and the South Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) all in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing One Hundred and Twenty (120) acres, to Andrew Hollister. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres, to Frank Gifford. The South Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Eighty (80) acres, to Ole F. Olson and S. O. Overby. The North East Quarter (¼) of the South West Quarter (¼) and the South Half of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres, to Carrie Root. The South Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Ole A. Samdahl. The North East Quarter (¼) of the South East Quarter (¼) of Section No.

Seven (7) in Township No Twenty Seven (27) North Range No. Twelve (12) West, containing Forty (40) acres, to David Goss. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North Range No. Twelve (12) West, containing Forty (40) acres, to Erick S. Larson. The South Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Eighty (80) acres, to William R. Ryder. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Henry E. Hotchkiss. The North East fractional Quarter (¼) of the North East Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. One (1) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) all in Township No. Twenty Two (22) North, Range No. Six (6) West and the West Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing Two Hundred Forty Four and 60/100 (244 60/100) acres, to August Senowski. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres, to Joseph Gibson. The North Half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to Henry D. Stiehl. The North Half (½) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres, to Amelia Burger. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres, to Valentine Koenig. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Forty (40) acres, to Almon Tistor. The South Half (½) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Nineteen (19) North, Range No. Two (2) West, containing One Hundred and Sixty (160) acres, to Merritt Symmonds. The South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty-Five (35) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres, to Bernhard Senn. The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Three (23) North of Range No. Twelve (12) West, containing Fifty One and 62/100 (51 62/100 acres, to William H. Lett. The North fractional Half (½) and the North East Quarter (¼) of the South West Quarter (¼) and the West fractional Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Nineteen (19) in Town-

ship No. Twenty Six (26) North, Range No. Four (4) West, containing Five Hundred Seventy Five and 02/100 (575.02/100) acres, to Sigvald A. Svale. The South West Quarter (¼) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) and The South East Quarter of the South West Quarter (¼) of Section No. Nine (9) and the South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty One (21) North, Range No. Seven (7) West, and the South Half (½) of the North East Quarter (¼) and the South fractional Half (½) of the North West Quarter (¼) and the South fractional Half (½) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Nine (9) West, and the South East Quarter (¼) of the North East Quarter (¼) and the East Half (½) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, and the South Half (½) of the North East Quarter (¼) and the West Half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the East Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Ten (10) West, and the West Half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and 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. Twenty Five (25) and the North East Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) all in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing One Thousand Seven Hundred Fifteen and 72/100 (1715.72/100) acres, to Charles N. Shores. The West fractional Half (½) of the North West Quarter (¼) and the North fractional Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the West Half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) and the East Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) and the North East Quarter (¼) of the North East Quarter (¼) and the South Half (½) of the North East Quarter (¼) and the East Half (½) of the North West Quarter (¼) and 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. Twenty One (21) and the South Half (½) of the North East Quarter (¼) of Section No. Twenty Five (25) all in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eight Hundred and 24/100 (800 24/100) acres, to William E. Keyes. The South fractional Half (½) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Seventy Two and 02/100 (72.02/100) acres, to Charles Larson. The South Half (½) of the North East Quarter (¼) and 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. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Five (5) West, contain-

ing One Hundred and Sixty (160) acres, to James Anderson. The South West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing Thirty Eight and 79/100 (38 79/100) acres, to Michael Mc Gwinn. The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Forty (40) acres, to Gunder Semmingson. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Forty (40) acres, to Knud Halvorson. The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres, to William Fitzgerald. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing Forty (40) acres, to Moses Brown. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Joseph Rossell. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Forty (40) acres, to John Gillman. The East Half (½) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Eighty (80) acres, to Charles Sumner. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres, to John O. Kolden. The South Half (½) of the North West Quarter (¼) of Section No. Thirty-Five (35) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres, to Maria Brooks. The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North of Range Four (4) West, containing Forty Seven and 65/100 (47 65/100) acres to James Kimball and Jason Kimball. The West Half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing One Hundred and Twenty (120) acres, to John R. Sturdevant and Lafayette M. Sturdevant. The South East Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing One Hundred and Sixty (160) acres, to Fridric V. Anderson. The North East 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, containing Forty (40) acres, to Gottlieb Buchholz. The South Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Eighty (80) acres, to Ezra Tompkins and Ferdinand Page. The North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Three (23) North, Range No. One (1) West, containing One Hundred and Sixty (160) acres, to John Rigstad. The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres, to John F. Brewer. The North West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Forty (40) acres, to Ernest Burger. The West Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Eighty (80) acres, containing in the aggregate Twenty-seven Thousand Eight Hundred Fifty-Four & 9/100 (27,854 9/100) 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 anywise 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
Charles Edgar Mills
Richard K. Williams

Walter Edwards. Trustee.

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

On the 30th day of August A. D. 1894, 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, Walter Edwards, 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 purpose therein mentioned.

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

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin, in New York.
115 Bowery N. Y. City

Charles Edgar Mills a Commissioner for Wisconsin in the State & City of New York

State of Wisconsin } Received this 31st day of Aug. 1894 and recorded in Vol. 13. Deeds on pages 31-35 inc.
Department of State } Leonard J. Lenroot Secretary of State

Chicago, St Paul & Minneapolis Railway Company

Deed of Release

(1887)

This Indenture made the 30th day of August. A. D. 1894, between Walter Edwards of the State of New York, party of the first part, and Mary Jakesch, Lewis T. Slette, Gustave Eckert, Annie E. Thoma, George Warren and Company, John Paulus, Joseph Paulus, Joseph L. Lewis, Isaac V. D. Heard, D. A. McDonald and L. M. McDonald under firm name of McDonald Brothers, Michael Hatcher, William J. Hackins, Sigrald A. Evale, West Wisconsin Manufacturing Company, John Rhiel, Thomas Emmerton and Sarah Emmerton his wife, Claud R. Schermerhorn, William J. Stilley, George Wilson, Coolidge Fuel & Supply Company, Charles R. Schermerhorn, Thomas B. Mills, Northwestern Lumber Company, Charles Boos, Smith Robertson, Lawrence Mickelson, Philip Calbary, John B. Sturdevant, Mathias Kneer, Edwin H. Drake, Alvira D. Miller, Jane H. La Pointe, Henry Horner, Martha Skeldum, Revillo L. Kline, Iver Christianson, Andrew Anderson Prestemoen, Friedrich Schultz, Richard L. Hickman, William J. Dunlap, Otto Drager, Mary Campbell, Simon J. Alme, William H. Turner, Nels O. Sundlie, Michael O. Donohue, Soren Madson, Ole Larson, William Snider, Henry A. Holm, Thomas Phillips, Hans Thompson, Herman Hart, Isidore Brandies, and Samuel Tufts, John G. Ausman, Alex L. Hallanger, Martin L. Stenbek, Torger S. Hanson, John J. Roycraft, Marcellus Johnson, Friedrich Pfaff, Willard L. Smith, Catherine Lotz, Michael Resler, Robert H. Gowan, John Matzoik, John Anderson, Philip Fox, Albert Smetna, Mrs. Gunhild A. Lee, August Carl Janke, Ole Christianson, Mathias Kneer, Konrad Skutley, Otto Berg, Jacob A. Wildner, Nils Olson Moen, August Ableiter, Scott Brown, John F. Doolittle, August Kelwig, Dietrich Diers, John Johnson, Richard Craig, Chris Olson, Torger S. Hagens, Charles Casper, Henry Luer, William Luer, Theodore Tobias, Charles L. Blair, George Olson 3rd S. O. Overby, John S. McHenry, Elling Larson, Ernest Geith, Hiram Sutton, Andrew Larson, Ingebor Johnson, Haley J. Goss, Louis L. Brewster, Henry H. Earley, James C. Brown, Gustav Polzin, Jeremiah B. Painter Charles Hallworth, Charles Belcher, Ole L. Hastroen, Martin O. Tormon, Iver Peterson, Jacob H. Vanderwort, August L. Larson, Peter Jenson, George Johnson, Gabriel M. Howe, William H. Rust, Simon L. F. Lobban, Charles L. Hubbard, Christopher Tilleson, Prentice H. Putnam, Ole Johnson, Christian Ludvigson, Lewis J. Johnson, Ephraim T. Bond, Martin James, Henry R. Bies, Samuel Barter, Frank J. McLean, John Martlett, John Neelen, Frank Simpkins, School District No. 4, Town of Tiffany, Dunn Co. Wis., John T. Morrison, Martha Cummings, School District No. 4, Town of Levis, Clark Co. Wis, Lars O. Garlie, Daniel Thomas, John Stewart, Nicholas D. Fronk, Frank Webber, John F. Quilling, Joint School District No. 4, in Towns of Dunn and Eau Galle in Dunn County, Wis., N. A. Barber 2nd Frank G. Warren, William Adams, Sylvester Smith, Peter Guinard, Ole O. Aspin, Helge Enderson, George Haines, Felice N. Deacon, Amund Amundson, Christian Peterson, Lora E. Cliffe, John Hein, Henry Meyer and Ira Niles under the firm name of Hein, Meyer & Co., Johan Hanson, Urli, Joseph Taschingbauer, Charles Sweney, John J. Howland, William Robison, Peter Langl, John Breen, John Devine, Bent Olson, John Matysik, John Paul, Nagaire Desiriete, George L. Jacques, George Warren & Co. Lawrence Graff, Wenelow A. Buch, George Filz, Louis Hanson, Buf Slough Manufacturing, Booming, Log Driving and Transportation Company, John G. Teland, Peter M. Dicaire, James J. Peterson, John J. Enge, Daniel L. Davis, Edward M. Davis, Daniel H. Davis, Samuel H. Davis, and Charles Oliver copartners as D. L. Davis & Sons, Marshall N. Brewer, Daniel L. Hagestad, Charles Mandelert, Wallace Rykman, J. L. Bell and L. K. Culbertson, Joseph Hagen, Harriet Sophia Quinby, Anton Mikelson, John Mohns, Ole Jacobson, Hans O. Helle, Peter Larson, Samuel H. Spencer, Moses Brown, William Porter, Jens J. Berge Gustav Raw, Edward Poznanski, Martin M. Johnson, John Colwell, Albert Megara, John J. Oakland, Mons O. Monson, John Westlund, Haldor Larson, John Hood, Arthur Hood, Norman Critt, Margaretta A. King, Charles Higbie, Benjamin Moy, Hans Nelson Hansen, Edgar Glascoe, John A. Oakland, August F. Hitt, Charlotte H. Towner, James J. Pierce, Christian A. Gilbertson, John Justice, Louis Polansky, Emund Emundson, John E. Glover, Edwin D. Carter, Edward Poznanski, John Hopwood, Jeremiah Mahoney, Margareth White, Gilbert F. Stieg, Ole H. Nelson, Ole O. Tormoen, John Tucker, Hironimus Link, Tollef Nelson, Frank E. Lewis, Robert Kennedy, Mary A. Gates, George L. Jacques, Morris Greer, William Dickason, John Fitzpatrick, Iver Anderson, Anton Faast, Matilda L. Hyde, Destin Cummings, Edward Cummings and Edmond K. Barnard 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 William H. Leonard, as Trustee, the railway of 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 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 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 & 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 K. 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 Valston 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 William K. Leonard, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, William K. Leonard as Trustee is authorized by the sixth article of said Trust Deed, to release from the lien and operation of the said Trust Deed any and all the land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Leonard by the 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, 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 and by its successor the Chicago, St Paul, Minneapolis & Omaha Railway Company, to the said parties of the second part hereto. Whereas said William K. Leonard Trustee as aforesaid has deceased and the said party of the first part hereto has been established as Trustee.

Now, Therefore, this indenture witnesseth that the said party of the first part hereto, in consideration of the sum of one hundred eleven thousand twenty seven & 57/100 ($111.027 57/100) 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

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 Mary Jakesch 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. Thirteen (13) in Township No. Thirty (30) North, Range No. Ten (10) West, containing Eighty (80) acres. To Lewis T. Slette, the West Half (½) of the East Half (½) of the North West Quarter (¼) and the West Half (½) of the North West Quarter (¼) and the East Half (½) of the North West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing One Hundred Forty Five and 40/100 (145 40/100) acres. To Gustave Eckert, the North Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Annie E. Thoma, The South fractional Half (½) of the South West Quarter (¼) of Section No. Thirty-one (31) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing Seventy Eight and 75/100 (78 75/100) acres. To George Warren and Company, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty (20) North, Range No. One (1) West, containing Forty (40) acres. To John Paulus, The South East Quarter (¼) of the North West Quarter (¼) and the East Half (½) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Two Hundred (200) acres. To Joseph B. Lewis, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Isaac V. D. Heard, The North West fractional Quarter (¼) of Section No. One (1) and the North East Quarter (¼) of the North East Quarter (¼) and the South Half (½) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) of Section No. Three (3), and The South West Quarter (¼) and the South Half (½) of the South East Quarter (¼) of Section No. Thirteen (13), and The South Half (½) of the North East Quarter (¼) and the East Half (½) of the South West Quarter (¼) and the East Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) and The West Half (½) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) and The North West Quarter (¼) of the North West Quarter (¼) and the South Half (½) of Section No. Twenty Three (23) and The North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) and The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) and The North West Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) of Section No. Thirty-Three (33) all in Township No. Twenty Six (26) North, Range No. Fifteen (15) West, and

The South East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) and the West Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Three (3) and The South East Quarter (¼) of the North East Quarter (¼) and The South East Quarter (¼) of Section No. Five (5) and The West Half (½) of the North East Quarter (¼) and The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and 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. Nine (9) and The West Half (½) and The South Half (½) of the South East Quarter (¼) of Section No. Eleven (11) and The East Half (½) of the North West Quarter (¼) and The North West Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) and The East Half (½) of the North East Quarter (¼) and The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The West Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) and 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. Twenty One (21) and The South East Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) and the South Half (½) of the South East Quarter (¼) and The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) and The North East Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) and The North West Quarter (¼) of the North West Quarter (¼) and The South East Quarter (¼) of the South East Quarter (¼) (except One (1) acre in the North East corner of the South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) and the South East Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) and The North Half (½) and The North Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) and all of Section No. Thirty Five (35) all in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Five Thousand Seven Hundred Twenty Nine and 22/100 (5729 22/100) acres. To D. A. McDonald and C. M. McDonald. under firm name of McDonald Brothers, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres, To Michael Natcher, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Forty (40) acres. To William J. Hoskins, The West Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Three (23) North, Range No. Three (3) West, containing Eighty (80) acres. To Sigvald A Svale The South East Quarter (¼) of Section No. Twenty Five (25) in

Township No. Twenty Five (25) North, Range No. Eight (8) West, containing One Hundred and Sixty (160) acres. To West Wisconsin Manufacturing Company, The North West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, containing Forty (40) acres. To John Rhiel, The North West Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing One Hundred and Twenty (120) acres. To Thomas Emmerton and Sarah Emmerton, his wife, The North West Quarter (¼) of the North West Quarter (¼) and the South Half (½) of the South West Quarter (¼) and the South Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty (30) North, Range No. Ten (10) West, containing Two Hundred (200) acres. To D. A. McDonald and C. M. McDonald, under the firm name of McDonald Brothers, The South West Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Twenty one (21) and 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. Twenty Three (23) and the North Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) all in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Two Hundred and Eighty (280) acres. To Claud R. Scheinerhorn, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Forty (40) acres. To William F. Stilley, The Lot No. Twelve (12) and the West Half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing One Hundred and Twenty (120) acres. To George Wilson, The East Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Coolidge Fuel and Supply Company, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) and the North Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) all in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing One Hundred and Sixty (160) acres. To Thomas B. Mills, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty One (21) North, Range No. One (1) West, containing Forty (40) acres. To North Western Lumber Company, The East Half (½) of the South West Quarter (¼) and the West Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight (28) North, of Range No. Four (4) West, containing Two Hundred (200) acres. To Charles Bose, The West Half (½) of the North East Quarter (¼) of

Section No. Thirty-one (31) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Smith Robertson, The North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Six (26) North, of Range No. Nine (9) West, containing One Hundred and Sixty (160) acres. To Sigvald A. Evale. The West Half (½) 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 Two (22) North, Range No. Seven (7) West, containing One Hundred & Twenty (120) acres. To Lawrence Mikkelson. The East Half (½) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Five (5) West containing Eighty (80) acres. To Phillip Calbary, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty-Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John R. Starr. devant, The West Half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Three (23) North, Range No. One (1) West, containing Eighty (80) acres. To Mathias Ener, 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. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Eighty (80) acres. To Edwin H. Drake. The East Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Alvira D. Miller, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Sigvald A. Evale, The North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Nine (9) West, and the West Half (½) of the North East Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Five Hundred and Sixty (560) acres. To Jane M. La Pointe, The West Half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fifteen (15) West, containing Eighty (80) acres. To Henry Homer. The South Half (½) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Four (4) West, containing Eighty (80) acres. To Martha Skeldrom. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing Forty (40) acres. To Revillo C. Hine, The East Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Eighty (80) acres. To Iver Christianson, The South Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Ten (10) West, containing Forty (40)

acres. To Andrew Anderson Pristemoen, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Friedrich Schultz, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Richard D. Hickman, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To West Wisconsin Manufacturing Company, The North West fractional Quarter (¼) of the North East Quarter (¼) & The North West fractional Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, and The East fractional Half (½) and The West fractional Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section (¼) of Section No. Three (3) and All of Section No. Five (5) and all of Section No. Seven (7) (Except One (1) acre in the South East Corner of the South East Quarter (¼) of the South East Quarter (¼) and the North Half (½) and the North Half (½) of the South West Quarter (¼) of Section No. Nine (9) and The North Half (½) of the North East Quarter (¼) and The West Half (½) and 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. Eleven (11) and The North East Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and 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. Thirteen (13) and The North East Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) and the North Half (½) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) all in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, and all of Section No. Thirteen (13) and All of Section No. Twenty Three (23) Except a strip of land One Hundred (100) feet wide through over and across the premises conveyed as aforesaid which is now occupied as a right of way by the Railway now operated by D. C. Davis and Company, the said strip to be included within two lines each parallel with and distant Fifty (50) feet from the center line of the said Railway as the same is now constructed and operated across said Section all in Township No. Twenty Eight (28) North, Range No. Fifteen (15) West, and The North Half (½) and The North Half (½) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, and The North fractional Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) and the North fractional Half (½) of the North West Quarter (¼) and The West Half (½) of the South West

Quarter (¼) of Section No. One (1) and The North West fractional Quarter (¼) of Section No. Three (3) and The West fractional Half (½) of the North East Quarter (¼) of Section No. Five (5) and the North Half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) and The North Half (½) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) of Section No. Thirteen (13) and The North Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) and the South West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) all in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, and The East Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Six Thousand Four Hundred Fifty Nine and 84/100 (6,459 84/100) acres, To William J. Dunlap, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Forty (40) acres. To Otto Drager, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Mary Campbell, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Forty (40) acres. To Simon J. Alme. The North West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To William L. Turner, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Nels O. Sundlie, The North 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, containing Forty (40) acres. To Michael O. Donohue, The South West Quarter (¼) of the North East Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Two Hundred (200) acres. To Soren Madson. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Ole Larson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty One (21) North, Range No. Two (2) West, containing Forty (40) acres. To William Snider, The South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing One Hundred and Sixty (160) acres. To Sigvald A. Svale, The North West Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, and The South Half (½) of the North East Quarter (¼) and The South Half (½) of Section No. Nine (9) and The North West Quarter (¼) of the North East Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) all in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Eight Hundred and Eighty (880) acres. To Revillo C. Hine, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To Henry A. Holm, The West Half (½) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To Sigvald A. Svale, All of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Six Hundred and Forty (640) acres. To Thomas Phillips, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To Hans Thompson, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty One (21) North, Range No. Five (5) West containing Forty (40) acres. To Herman Hart, The North West 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, containing Forty (40) acres. To Isidor Brandies and Samuel Tufts. The South East Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To John L. Ausman, The South Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing One Hundred and Sixty (160) acres. To Alex. L. Hallanger, The South West Quarter (¼) of the North East Quarter (¼) and 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. Seven (7) and The North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) and The South Half (½) of Section No. Nineteen (19) all in Township No. Twenty (20) North, Range No. Six (6) West, containing Six Hundred Sixty and 99/100 (660 99/100) acres. To Martin L. Steubek, The South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing One Hundred and Sixty (160) acres. To Jorger I. Hanson, 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. Twenty Three (23) in Township No. Twenty One (21) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres. To John J. Roycraft, The North Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Eighty (80) acres. To Marcellus Johnson. The Lot No. One (1) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Five (5) West, containing Sixty and 42/100 (60 42/100) acres. To Friedrich Pfaff. The North East Quarter (¼) of the North West Quarter (¼) of Sec-

tion No. Twenty Seven (27) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres. To Willard L. Smith, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Catharine Lotz, The North fractional Half (½) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Six (6) West, containing Ninety One and 4/100 (91 4/100) acres. To Michael Resler, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Robert H. Gowan, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John Matzik, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Forty (40) acres. To John Anderson, The North Half (½) of the South West Quarter (¼) of Section No. Thirty-Five (35) in Township No. Twenty Seven (27) North Range No. Six (6) West, containing Eighty (80) acres. To Phillip Fox, 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. One (1) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Albert Smetra, The North Half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Eighty (80) acres. To Mrs. Gunhild A. Lee, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To August Carl Janke, The South Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Eighty (80) acres. To Ole Christianson, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Nine (9) West, (Except a strip of land One Hundred (100) feet wide extending across said land and included within two lines parallel with and distant Fifty (50) feet from the center line of the Chippewa Falls & Northern Railway as the same is now operated,) containing Seventy Six (76) acres. To Mathias Kneer, The West Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Eighty (80) acres. To Knud Skutley, The North East Quarter (¼) of The South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres. To Otto Berg, 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. Twenty Seven (27) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Jacob A. Wildner, The North West Quarter (¼) of the North West Quarter

(¼) of Section No. Thirty Five (35) in Township No. Eighteen (18) North, Range No. Two (2) East, containing Forty (40) acres. To Nils Olson Moen, The South Half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Eighty (80) acres. To August Ableiter, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Two (2) West, containing Forty (40) acres. To Scott Brown, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John T. Doolittle, The Lot No. Four (4) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Twenty Five and 4/100 (25 4/100) acres. To August Helwig, The West Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Eighty (80) acres. To Dutrich Diers, The North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. Four (4) West, containing One Hundred and Sixty (160) acres. To John Johnson, The Lots Nos. Seven (7) and Eight (8) and The East Half (½) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Six (6) West, containing One Hundred and Sixty (160) acres. To Richard Craig, The North Half (½) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To Chris Olson, The North Half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Torger T. Hagene, 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. Eleven (11) West, containing Forty (40) acres. To Charles Casper, The North Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To Henry Luer, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty-one (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To William Luer, The South East Quarter (¼) of The North East Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty-one (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To Theodore Tobias, The South East Quarter (¼) of Section No. Twenty-One (21) in Township No. Twenty Six (26) North, Range No. Sixteen (16) West, containing One Hundred and (160) acres. To Charles D. Blair, The Lot No. Two (2) of Section No. Thirty One (31) in Township No. Twenty Six (26) North, Range No. Twelve (12) West, containing Thirty Two and 20/100 (32 20/100) acres. To George Olson and S. O. Overby, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty-one (21) North, Range No. Six (6) West, containing Forty (40) acres. To John S. McVeny, The West Half (½) of the North East Quarter (¼) and the East Half (½) of the North West Quarter (¼) of Section No.

Nine (9) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing One Hundred and Sixty (160) acres. To Elling Larson, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Ernest Gerth, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing Forty (40) acres. To Hiram Sutton, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Sigvald A. Svale, The North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Two (22) North, Range No. Six (6) West, and The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty (20) North, Range No. Six (6) West, and The South Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing Four Hundred and Forty (440) acres. To Andrew Larson, 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. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Ingebor Johnson, The South East Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Forty (40) acres. To Wesley J. Goss, The West Half (½) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Loren D. Brewster, Henry H. Earley and James V. Brown, The South East Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the South West Quarter (¼) and The North East Quarter (¼) of the South East Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Seven (7) West, containing Two Hundred and Forty (240) acres. To Gustav Bolgin, The North Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Eighty (80) acres. To Jeremiah B. Tainter, The North East Quarter (¼) of the South West Quarter (¼) and The West Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing One Hundred and Twenty (120) acres. To Charles Wallworth, 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. Twenty One (21) in Township No. Twenty (20) North, Range No. One (1) West containing Eighty (80) acres. To Charles Betcher, The South Half (½) of the South East Quarter (¼) of Section No. Three (3) and The North Half (½) of the North West Quarter (¼) of Section No. Eleven (11) all in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing One Hundred and Sixty (160) acres. To Ole L. Haaotrown, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Martin O. Tormon, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Iver Peterson, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres. To Jacob K. Vandervort, The South Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Eighty (80) acres. To August C. Larson, The North East fractional Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) of Section No. Three (3) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing One Hundred Twenty One and 88/100 (121 88/100) acres. To Peder Jenson, The North East Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres. To George Johnson, The South West 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. To Gabriel M. Howe, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing Forty (40) acres. To William H. Rust, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Forty (40) acres. To Loren D. Brewster, Henry H. Earley and James V. Brown, The West Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) and The West Half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) all in Township No. Thirty (30) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres. To Simon C. F. Cobban, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To Charles L. Hubbard, The East Half (½) of the North East Quarter (¼) and the East Half (½) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Three (3) West, containing Two Hundred and Eighty (280) acres. To Christopher Tillison, The North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing One Hundred and Sixty (160) acres. To Prentice H. Putnam, The West fractional Half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. One (1) East, containing One Hundred Sixty Four and 96/100 (164 96/100) acres. To Ole Johnson, The Lot No. Ten (10) of Section No. One (1) in Township No. Twenty (20) North, Range No. Six (6) West, containing

Forty (40) acres. To Christian Ludvigson, The Lot No. Ten (10) in Block B. Railway Plat of Elk Mound. To Lewis J. Johnson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing Forty (40) acres. To Ephriam T. Bond, The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. Three (3) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Forty Three and 30/100 (43 30/100) acres. To Martin James, The South Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty-one (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Henry R. Bird, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty-Three (33) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Samuel Barter, The South East Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing One Hundred and Sixty (160) acres. To Frank J. McLean, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Loren D. Brewster, Henry H. Earley and James V. Brown, The East Half (½) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To John Marlett, The North West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John Neilen, 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. Thirty Five (35) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Eighty (80) acres. To Frank Simpkins, The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) and The North Half (½) of the North East Quarter (¼) of Section No. Eleven (11) all in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres. To School District No. Four (4) in the Town of Tiffany, Dunn County Wisconsin, One (1) Square acre in the South East Corner of the North East Quarter (¼) of the South East Quarter (¼) of Section No Eleven (11) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing One (1) acre. To John F. Morrison, The South West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty-Five (25) North, Range No. Eleven (11) West, containing Forty-Two and 83/100 (42 83/100) acres. To Ole L. Haastrein, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Martha Cummings, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To School District No. Four (4) in the Town of Levis, Clark County Wisconsin, One (1) Square acre in the South East corner of the South East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing One (1) acre. To Lars O. Garlie, The North Half (½) of the South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty six (26) North, Range No. Eleven (11) West, containing Twenty (20) acres. To Daniel Thomas, The South Half (½) of the South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Eleven (11) West containing Twenty (20) acres. To John Stewart, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Forty (40) acres. To Nicholas D. Frank, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Six (26) North, Range No. Twelve (12) West. (Excepta strip of land One Hundred (100) feet wide included within two lines each parallel with and distant Fifty (50) fut from the center line of the Railway of the Chippewa Valley and Superior Railroad as the same is laid over said land and containing about Two (2) acres) containing Thirty Eight (38) acres. To Frank Webber, The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty-Five (25) North, Range No. Fourteen (14) West, containing Forty Nine and 69/100 (49 69/100) acres. To John F. Lilling, The North Half (½) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Joint School District No. Four (4) in the Towns of Dunn and Eau Galle, Dunn County Wis. One (1) Square acre in the South West corner of the North West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing One (1) acre. To H. A. Barber and Frank G. Warren, The West Half (½) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) and The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29), all in Township No. Nineteen (19) North, Range No. One (1) East, containing Three Hundred and Sixty (360) acres. To William Adams, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Simon C. F. Colban, The East Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Seven (7) West, containing Eighty (80) acres. To Sylvester Smith, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Loren D. Brewster, Henry H. Earley and James V. Brown, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To Peter Guinard, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres.

To Ole O. Aspin, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To Helge Enderson, The South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Two Hundred (200) acres. To George Haines, The East Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing Eighty (80) acres. To Sigvald A. Svale, The South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North Range No. Seventeen (17) West, containing One Hundred and Sixty (160) acres. To Felice N. Deacon, The Lots Nos. Fourteen (14) and Fifteen (15) and Sixteen (16) and Twenty-seven (27) and Twenty-Eight (28) and Twenty-Nine (29) in Block A. Railway Plat of Fairchild, Wis. To Amund Amundson, The West Half (½) of the South East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Twenty (20) acres. To Christian Peterson, The East Half (½) of the South East Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Twenty (20) acres. To Lora E. Cliffe, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty-Six (26) North Range No. Nine (9) West, containing Forty (40) acres. To John Hein, Henry Meyer and Ira Niles, under the firm name of Hein Meyers & Co. The North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing Two Hundred and Eighty (280) acres. To Loren D. Brewster, James V. Brown and Henry V. Earley, The South Half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To Johan Hanson Urli, The East Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing Eighty (80) acres. To Joseph Taschingbauer, 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. Thirteen (13) in Township No. Thirty (30) North, Range No. Ten (10) West, containing Eighty (80) acres. To Charles Sweney, The Lots Nos. Five (5) and six (6) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Forty One 94/100 (41 94/100) acres. To Simon L. F. Lobban, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To John J. Howland, The North West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the North West Quarter (¼) of Section No Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Nine (9) West, containing One Hundred and Twenty (120) acres. To William Robison, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25)

in Township No. Thirty (30) North, Range No. Eight (8) West, containing Forty (40) acres. To Peter Langl, 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. Ten (10) West, containing Forty (40) acres. To John Breen, The East Half (½) of the South East Quarter (¼) of Section No. Thirty-Five (35) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Eighty (80) acres. To John Devine, The Lots Nos. One (1) and Two (2) and Three (3) Block F. Railway Plat of Fall Creek, Wis. To Bent Olson, The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Nineteen (19) North Range No. Six (6) West, containing Eighty (80) acres. To John Matzek, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Eighty (80) acres. To John Paul, The North Half (½) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing One Hundred ^{2}/_{} Twenty (120) acres. To Nazaire Desjelais, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To George L. Jacques, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Two (2) West, containing Forty (40) acres. To George Warren & Co, The North Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North, Range No. One (1) East, containing One Hundred and Twenty (120) acres. To Lawrence Graff, The North Half (½) of the North East Quarter (¼) of Section No. Thirty-Five (35) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Eighty (80) acres. To Mernelva A. Bush, The South Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Seven (7) West, containing Eighty (80) acres. To George Filz, The Lots Nos. Seventeen (17) and Eighteen (18) and Nineteen (19) and Twenty (20) and Twenty One (21) and Twenty Two (22) and Twenty Three (23) and Twenty Four (24) and Twenty Five (25) and Twenty Six (26) in Block "A" Railway Plat of Fairchild, Wis. To Louis Hanson, The Lot No. One (1) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Forty One and ^{05}/_{100} (41 ^{05}/_{100}) acres. To Beef Slough Manufacturing, Booming, Log Driving and Transportation Company, The Lot No. Twelve (12) of Section No. Thirty-Five (35) in Township No. Twenty Six (26) North Range No. Thirteen (13) West, containing Fifty Eight and ^{40}/_{100} (58 ^{40}/_{100}) acres. To John G. Feland, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty-Nine (29) in Township No. Twenty-Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Peter M. Dicaire, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North,

hure Range No. Seven (7) West, containing Forty (40) acres. To James J. Peterson, The East Half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To John J. Enge, The North West Quarter (¼) of Section No. Thirty-Three (33) in Township No. Twenty-Six (26) North, Range No. Eleven (11) West, containing One Hundred and Sixty (160) acres. To Sigvald A. Svale, The West Half (½) 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 Eighty (80) acres. To Daniel B. Davis, Edward M. Davis, Daniel H. Davis, Samuel H. Davis and Charles Oliver, Co-partners as D. B. Davis 2nd Sons. A strip of land One Hundred (100) feet wide, extending through over and across Section No. Twenty Three (23) in Township No. Twenty Eight (28) North, Range No. Fifteen (15) West, and included within two (2) lines each parallel with and distant Fifty (50) feet from the center line of the Railway now operated by D. B. Davis 2nd Sons across said Section (and being the same land excepted by the party of the first part in a deed to the West Wisconsin Manufacturing Company, dated March 8th 1887) containing Twelve (12) acres. To Marshall N. Bruner, The South Half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Daniel B. Hagestad, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North Range No. Eight (8) West, containing Forty (40) acres. To Charles Mandelert, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Wallace Rykman, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty-Five (35) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres. To J. L. Ball, and C. N. Culbertson, The North Half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) and The North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) all in Township No. Twenty-Five (25) North, Range No. Five (5) West, containing Five Hundred Seventy Eight and 56/100 (578 56/100) acres. To Joseph Hazen, The East Half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing Eighty (80) acres. To Hannah Sophia Quimby, The North West Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No. One (1) East, containing One Hundred and Twenty (120) acres. To Anton Mikelson, The East Half (½) of the South West Quarter (¼) of Section No. Twenty-Five (25) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To John Mohns, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Ole Jacobson, The West Half (½) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Eighty (80) acres. To Hans O. Helle, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Peter Larson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Three (23) North Range No. Five (5) West, containing Forty (40) acres. To Samuel H. Spencer, The South East Quarter (¼) 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 Two (22) North, Range No. Three (3) West, containing Eighty (80) acres. To Moses Brown, The East Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty-One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To William Foster, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Forty (40) acres. To Jens J. Berge, The South fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty One and 63/100 (81 63/100) acres. To Gustave Rau, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Six (26) North, Range No. Eight (8) West, containing Forty (40) acres. To Edward Poznanski, The South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Martin M. Johnson, The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty Six and 79/100 (46 79/100) acres. To John Colwell, The North Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Albert Megara, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing Forty (40) acres. To John J. Oakland, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty-Nine (29) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Mons O. Monson, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To John Westlund, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Forty (40) acres. To Haldor Larson, The West Half (½)

of the North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres. To John Wood, The South Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Arthur Wood, 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. Fourteen (14) West, containing Eighty (80) acres. To Norman Orth, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Forty (40) acres. To Margaretta A. King, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Charles Higbie, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Forty (40) acres. To Benjamin Moy, 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. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing One Hundred and Twenty (120) acres. To Hans Nelson Lampsen, The Lots Nos. One (1) and Five (5) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Six (6) West, containing Ninety Two and $^{02}/_{100}$ ($92^{02}/_{100}$) acres. To Edgar Glascop, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John Paul, The North Half (½) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Eighty (80) acres. To John A. Oakland, The South East Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To August F. Witt, The South Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Charlotte K. Tonner, The North fractional Half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing Seventy Eight and $^{49}/_{100}$ ($78^{49}/_{100}$) acres. To James J. Pierce, The South fractional Half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing Seventy Eight and $^{57}/_{100}$ ($78^{57}/_{100}$) acres. To Christian A. Gilbertson, The South Half (½) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To John Justice, The West Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Eighty (80) acres. To Charles Mandelert, The North East Quarter (¼) of the

North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Louis Polansky, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Forty (40) acres. To Knud Knudson, The East Half (½) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To John E. Glover, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Thirty (30) North, Range No. Thirteen (13) West, and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Edwin D. Carter, The North Half (½) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North Range No. Four (4) West containing Eighty (80) acres. To Edward Pognanski, The North West fractional Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing One Hundred Forty Four and $^{34}/_{100}$ ($144^{34}/_{100}$) acres. To John Hopwood, All of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Six Hundred and Forty (640) acres. To Jeremiah Mahoney, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Forty (40) acres. To John Westlund, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Forty (40) acres. To Margareth White, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Forty (40) acres. To Gilbert F. Steig, The North West Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Three (23) North, Range No. Seven (7) West, containing Eighty (80) acres. To Ole H. Nelson, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty Eight and $^{48}/_{100}$ ($48^{48}/_{100}$) acres. To Ole O. Tormoen, The South West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty Four and $^{64}/_{100}$ ($44^{64}/_{100}$ acres. To John Tucker, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty (40) acres. To Hironimous Link, The North fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Eighty and $^{57}/_{50}$ ($80^{07}/_{100}$) acres. To Tollef Nelson, The North West Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty (20) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres. To Frank E. Levis, The Lot No. Twelve (12) of Section No. Twenty-Nine (29)

in Township No. Twenty Two (22) North, Range No. Three (3) West, containing Thirty One and 96/100 (31 96/100) acres. To Robert Kennedy, The South Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres. To Mary A. Gates, The West Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Eighty (80) acres. To George L. Jacques, The West fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Two (2) West, containing Seventy Seven and 3/100 (77 3/100) acres. To Morris Geer, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To William Dickason, 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. Thirty Five (35) in Township No. Twenty (20) North, Range No. Three (3) West, containing Eighty (80) acres. To John Fitzpatrick, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Forty (40) acres. To Iver Anderson, The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty Three and 34/100 (43 34/100) acres. To Anton Faast, 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. Twelve (12) West, containing Forty (40) acres. To Matilda C. Hyde, The South West Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing Forty (40) acres. To De Estin Cummings, The South Half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Edward Cummings, The South Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West containing Eighty (80) acres. To Edward K. Barnard, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Sixteen (16) West, containing Forty (40) acres, and containing in the aggregate Thirty Five Thousand Seventy Three and 37/100 (35,073 37/100) 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 in anywise 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
Charles Edgar Mills
Richard H. Williams

Walter Edwards. (L.S.)
Trustee.

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

——— On this 30th day of August A. D. 1894, 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, Walter Edwards 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. ——

Walter Edgar Mills a Commissioner for Wisconsin in the State & City of New York

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin in New York 115 Broadway N.Y. City

Office of Secretary of State of Wisconsin
Department of State } ss.
Received this 17th day of September, A. D. 1894 and recorded in Vol. 10 of R. R. Mtgs and Trust Deeds on pages 52-75 inc.
J. B. Leonard Asst. Secretary of State.

Indexed

Chicago, St Paul and Minneapolis Railway Company.
Deed of Release. 1888 and 1889.

——— This Indenture made the 30th day of August, A. D. 1894, between Walter Edwards of the State of New-York, party of the first part, and Paul Thompson, Sigvald A. Evale, Warren Ayers, Nickolas Roon, Christian Aggen, John Soli, John Murman, Mrs. Malinda Barr, Elling Anderson, Burt McGaver, Emmerson A. Curtis, James Lowry, Charles A. Culbertson, Peter Johnson, Mrs. Mary C. Clark, John Fregin, Ole K. Hoyem, John Paul, Martin Schwiger, Christ Lover, Samuel D. Clark Mary Haskin, Avery Barlow, Merritt T. Straight, Anton Adams, Albert Martin, Lawrence N. Bruge, Mary A. Schoonover, Levi Lowman, Louisa L. Blakely, Hans L. Carlstad, Frank Pougratz, Gottlieb Kallies, Staale Berntson, C. H. Shores and C. G. Thomas, Louis Larson, John Marek, Michael E. O'Connell, Thom Knutson, Severin Severtson, Hans S. and Ole S. Bain, Christian Carlson, James Patience, Charles Stubbe, Jacob Hogl, John August Anderson, August C. Larson, Anton Kissinger, Ole Gunderson, Oliver P. McKesson, Gertrude O. Rostad, Valentine Risch, James Junor, Hans Swendson, Andrew J. Williker, Nils O. Gabriel, Herman Wagner, Jeremiah Mahoney, Miss Lenah Fleischauer, Andrew Larson, Handy Knight, Charles A. Black, George A. Burdick, John Ingram, Peter Flesh, Thomas B. Mills, Otto Berg, Samuel A. Rise, Peter Smith, Martin Curran, Aaron H. Heller,

Lewis Machmeier, Gustav Stubbe, Olaus C. Berg, John Miron, Julius Guertler, Samuel J. Wagner, Arnt O. Finstad, John A. Grun, Joseph Lancourt, Anton Meier, Julia A. Young, Joseph Pichler, William A. Van Houton, Israel Fjelstad, Torger Larson, James Johnson, Martin A. Ausman, Charles Dallworth, Ebert Thompson, Samuel O. Tigan, Moses Brown, Moses Walker, Samuel Dibble, Simon C. F. Colban, Myron Durga, Chris Erickson, John J. Adams, Orrin Cummings, William E. Purdey, Henry B. Miller, Luther Larkin, Peter Swenson, H. M. Young, Hans Pederson Rue, Paul Thompson, The Lawyer Mf. Austin Lumber Company, Peter Legro, John Glowbensky, The Coolidge Fuel & Supply Company, J. E. Hinship, Mrs. Nellie Carbine, Vernon O. Oakland, Emma L. Smith, Martin C. Smith, Jennie L. Gates, Thomas C. Lasby jr., John Wm Reid, Claus Johnson, Gustav Fiith, Octave Baillargon, Noratus N. Kirby, Evrad Whittier, George Warren, Frank G. Warren and W. A. Barber, John W. Reid, Betsy Olson Rugsveen, George Brockman, Clark Manufacturing Company, Gustav Stubbe, Anders Anderson Ogarn, David Adams, James Prentice, Jennie C. Thurber, Levi C. Stanton, Nat Bomasal, J. L. Tuttle, The Davidson Lumber Company, Wm. Meier, Ole Anfinson, Linn Knagge, Wm Hemstock, Andrew Haagenson, Albert Gruley, Charles J. Fox, Iver A. Bjorlo, Mathias Meyer, B. F. Millard, Alexander McLaren and M. P. Larrabee, H. H. Taft, Charles Mandelert, Martin Noer, Nils C. Nelson, William Symonds, Harris J. Baldwin, Sam Tollefson, Henry Stoker, George Scovill, Frank Fox, Ole Nickelson, Fredrick Hemp, John Heinrich Henry Meyer, Albert Williams, John Purdy, Charles Kraft, Olive A. Foster, Hans Danielson, James Lowry, John Larson, James T. Holden, James F. Golden, Adolph Reineck, Conrad Rosberger, and Max Kaminietz, Thomas R. Roddy, Alexander Webb, John Mayer, Nelson Bounds, Casander Flint, Levi Flint, Jacob C. Brevig, Christ O. Lund, Hans Madson, Mathias Holte, Francis Schilling, Herman Zick, George Brockman, A. B. Visger, Bernhard Stenson, Jens J. Larson, Charles Grahn, Chippewa Lumber and Boom Company, Peter Cain, John Larson, Peter Condo, Elmer R. Scott, A. O. Oppegaard, Samuel Barter, B. F. Dean, S. H. Jay, Frank H. Button and Fred Mauclin, Jordan Johnson, John H. Brasington, Gottlieb Strouse, Wm J. Lee, Iver N. Gilbertson, John G. Moody, William R. O. Hearn, H. B. Cole and John Reid, Jenna A. Hauser, Charles Thran, Erick L. Tunis, F. A. Holcott, Gustave D. Hosley, Auguste Henke, Daniel Johnson, Alexander P. Scott, Andrew J. Olson, Ebert Torkness, George F. Young, Moses Brown, Niels Peter Larson, Ed Koerm, Anthon Nelson Freng, Andrew Lybeck, Christian Erickson, David J. Wagner, Byron Johnson, Herbert Lincoln, Austin Culbertson, Ebert Thompson, Lewis & Daniel R. Hadley, John Myers, Sarah A. Yates, Haldo Ellingson, Ole O. Lien, John L. Rooney, George Schwaub, Christoph Heuer, Wilhelm Heuer, Henry Heller, Henry M. Boos, Maurice Austin, Perry Day, Wm Tenner, Martin Geer, Even Hanson, Peter Hunt, Adam Staffon, Iver Torkelson, & Gabriel Anderson, Maurice Powers, John Mahal, F. A. Thiemiller, Joseph Lockey, Martin Flaherty, Mathias Rothbauer, Theodore Thorson, John Seibolt, Henry Lener, Charles J. Hakes, Joseph D. Liddell, and Henry Liddell, Adolph Kuehn, Mary A. Phillips, Christian Israelson, St Croix and Chippewa Falls Railway Company, Nils O. Tormoen, John Lowy, Minnesota, St Croix and Wisconsin Ry. Co., Azriah Moore, H. P. C. Berger, Andrew Anderson, Archibald Mallory, James Yates, Fayette Dudley, Moses Brown, Chris Larson, Ole Mankstad, Joint School District No. 1, Towns of Eaton and Webster, Clark County Wis., E. S. Austin, Fred Bauer, Margaret Owens, Emma L. Sager, John Fennessey, John E. Glover, Halvor Gunderson, Charles N. Horton, Fred Sonnenberg, John Reilly, Christ C. Lund, Herman Seidel, Island Mill Lumber Company, Olof J. Olterson, Nils Anderson, Wm Huntley and David Hood, Henry B. Eldred, George Terrell, Catherine Biedemann, Thomas Benson, Hans Nelson, Bertha Olson, Michael Murray, Harris A. Oakland, Peter Sorenson, Peter Olson, and Andrew Berger, John S. Jacobs, Frank Raynard, Tollef J. Johnson, Fred Miller, Louis Bauer and Thekla Bauer his wife, John Fagin, Samuel B. Poff, D. J. Spaulding, Willis Winterbotham, Mathias Ruthbauer, H. E. Preston, Henry Frantz, Fred Muermann, Thomas Olson, John Peterson Tuskilwa, L. E. Ellefson, Jerome Doers, Olof A. Anderson, James H. Johnson, Asa F. Jones, and Mathias Fjelstad, 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 William H. Leonard as Trustee, the railway of 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 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 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 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 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 Valston H. Brown, and by them to the Chicago, St Paul & Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said William H. Leonard, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas also, William H. Leonard 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 Leonard by said Chicago, St Paul & 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 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 and by its successor the Chicago, St Paul, Minneapolis and Omaha Railway Company, to said parties of the second part hereto.

Whereas, said William H. Leonard Trustee as aforesaid has deceased and the said party of the first part hereto has been established as Trustee.

Now Therefore This Indenture Witnesseth that the said party of the first part hereto in consideration of the sum of One Hundred and Four Thousand One Hundred Fifty Five and 88/100 ($104,155.88/100) 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 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 Paul Thompson, The South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) and 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. Thirty Three (33) all in Township No. Twenty

Seven (27) North, Range No. Eight (8) West, containing Two Hundred and Eighty (280) acres. To Sigvald A. Svale, The South West Quarter (¼) of Section No. Fifteen (15) and The South West Quarter (¼) of the North East Quarter (¼) and the South fractional Half (½) of the North West Quarter (¼) of Section No. Nineteen (19) all in Township No. Twenty Nine (29) North, Range No. Ten (10) West, and the North Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Seven (7) West, containing Three Hundred Fifty Five and 49/100 (355 49/100) acres. To Hans Ayers, The South West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty Two and 53/100 (42 53/100) acres. To Nickolas Roon, The North Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. Five (5) West, containing Eighty (80) acres. To Christian Uggen, 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. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To John Soli, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To John Murman, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No Eleven (11) West, containing Forty (40) acres. To Mrs. Malinda Barr, The South East Quarter (¼) of the South West Quarter (¼) (Except One (1) acre in the South East corner) of Section No. Eleven (11) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing Thirty Nine (39) acres. To Elling Anderson, The North Half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To Burt McGaver, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing Forty (40) acres. To Emmerson A. Curtis, The North East Quarter (¼) of the South East Quarter (¼) and the Lot No. Three (3) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West containing Sixty One and 69/100 (61 69/100) acres. To James Lowry, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Charles H. Culbertson, 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. Twenty Three (23) in Township No. Twenty Six (26) North, Range No. Five (5) West, containing Eighty (80) acres. To Peter Johnson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Mrs. Mary L. Clark, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range

No. Thirteen (13) West, containing Forty (40) acres. To Johan Tregin, The North Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Ole K. Hoyem, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To John Paul, The North East fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Thirty Five (35) and 60/100 (35 60/100) acres. To Martin Schwieger, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West containing Forty (40) acres. To Christ Lover, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Samuel D. Clark, The Lots Nos. One (1) and Two (2) and Three (3) of Section No. One (1) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing One Hundred Eleven 3rd 23/100 (111 23/100) acres. To Sigvald A. Svale, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Eight (28) North, Range No. Four (4) West, and The South East Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the North West Quarter (¼) and the South Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Two Hundred (200) acres. To Mary Haskin, The East Half (½) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Avery Barlow, The South East Quarter (¼) of The North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Forty (40) acres. To Merritt T. Straight, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Nineteen (19) North, Range No. Two (2) East, containing Forty (40) acres. To Anton Adams, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Eight (8) West, containing Forty (40) acres. To Albert Martin The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Five (5) West containing Forty (40) acres. To Lawrence P. Burge, The Lot No. Seven (7) of Section No. Thirty Three (33) in Township No. Twenty One (21) North, Range No. Four (4) West, containing Thirty Two and 59/100 (32 59/100) acres. To Mary A. Schoonover, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fifteen (15) West, containing Thirty Two and 64/100 (32 64/100) acres. To Levi Lowman, 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. Five (5) West, containing Forty (40) acres. To Lovisa L. Blakely, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Forty

(40) acres. To Hans L. Carlstad, The South Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Sigvald A. Svale, The North Half (½) and the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Four Hundred and Eighty (480) acres. To Frank Pongratz, The South Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To Gottlieb Kallies, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Forty (40) acres. To Staale Berntzon, The West Half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To C. H. Shores 2nd & C. J. Thomas, The North Half (½) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Seven (7) West, containing Eighty (80) acres. To Louis Larson, The South West Quarter (¼) of the North West Quarter (¼) of Section No. One (1) and The South West Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) all in Township No. Twenty Four (24) North, Range No. Five (5) West, and The North 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 One (21) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Two Hundred and Eighty (280) acres. To John Marek, The North fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Seventy Four and 89/100 (74 89/100) acres. To Michael E. O'Connell, 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. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Eighty (80) acres. To Thom Knutson, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Forty (40) acres. To Sigvald A. Svale, The South East Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North, Range No. Eight (8) West, containing Eighty (80) acres. To Severin Severtson, The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Hans S. Bain 2nd & Ole S. Bain, The South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No Eleven (11) West, containing One Hundred 2nd Sixty (160) acres. To Christian Carlson, The North Half (½) of the North East Quarter (¼) of Section No. Fifteen (15) 2nd of

The East Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) all in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing One Hundred & Sixty (160) acres. To James Patience, The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing Forty and 99/100 (40 99/100) acres. To Charles Stubbe, The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing Forty Four and 38/100 (44 38/100) acres. To Jacob Vogel, The North Half (½) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Fifteen (15) West, containing Eighty (80) acres. To John August Anderson, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing Thirty Seven and 7/100 (37 7/100) acres. To August L. Larson, The South Half (½) of the North East Quarter (¼) of Section No. Fifteen (15) and The West Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres. To Anton Vissinger, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Ole Gunderson, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Oliver P. McKesson, The West Half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Gertrud O. Rostad, The North East Quarter (¼) 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 Nine (29) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Valentine Peech, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Forty (40) acres. To James Junor, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Hans Swendson, The North Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To Andrew J. Hilliker, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Nils O. Gabriel, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Herman Wagner, The South West 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, containing Forty (40) acres. To Jeremiah Mahoney, The West Half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Eighty (80) acres. To Miss Lena Fleishauer, The South 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. To Andrew Larson, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To Handy Knight, The North Half (½) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Charles A. Black, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Forty (40) acres. To George A. Burdick, The South West fractional Quarter (¼) of Section No. Seven (7) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing One Hundred Fifty and 7/100 (100 7/100) acres. To John Ingram, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Forty (40) acres. To Peter Flesh, The North West Quarter (¼) of the North West Quarter (¼) (Except One (1) acre in the North West corner) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Thirty Nine (39) acres. To Thomas B. Mills, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. One (1) West, containing Forty (40) acres. To Otto Berg, The West Half (½) of the South West Quarter (¼) and 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. Twenty Seven (27) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing Two Hundred (200) acres. To Samuel A. Rice, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To Peter Smith, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty-Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Martin Curran, The South West fractional Quarter (¼) of the North West Quarter (¼) and The West fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty-six (26) North, Range No. Nine (9) West, containing Ninety & 24/100 (90 24/100) acres. To Aaron H. Heller, The North East Quarter (¼) of the South East Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing One Hundred & Twenty (120) acres. To Lewis Machmier, The North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty-Five (25) North, Range No. Eleven (11) West, containing One Hundred and Sixty (160) acres. To Gustav Stubbe, The South Half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty-Seven (27) North, Range No. Six (6) West, containing Eighty (80) acres. To Louis Larson, The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) and The South Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) all in Township No. Twenty One (21) North, Range No. Six (6) West, and The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) and The East Half

(½) of the South East Quarter (¼) of Section No. Eleven (11) all in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Two Hundred Fifty Three and 2/100 (253 2/100) acres. To Olaus G. Berg, The North Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To John Mirow, The South Half (½) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Three (3) West, containing Eighty (80) acres. To Julius Guertler, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Forty (40) acres. To Daniel J. Wagner, The North fractional Half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Seventy Seven and 08/100 (77 08/100) acres. To Arnt O. Finstad, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty-Nine (29) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To John A. Green, The South Half (½) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Joseph Lancourt, The East Half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North Range No. Seven (7) West, containing Eighty (80) acres. To Anton Meier, The South West Quarter (¼) of the North East Quarter (¼) and The North West fractional Quarter (¼) of The North East Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Seventy Nine and 99/100 (79 99/100) acres. To Julia A. Young, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Forty (40) acres. To Joseph Richter, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) all in Township No. Twenty-Five (25) North Range No. Twelve (12) West, containing Eighty (80) acres. To Sigvald A. Svale, The North Half (½) of the North West Quarter (¼) and The West Half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing One Hundred and Sixty (160) acres. To William A. Van Houton, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Forty (40) acres. Israel Fjelstad, The South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing One Hundred and Sixty (160) acres. To Sigvald A. Svale, The South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Two Hundred and Forty (240) acres. To Torger Larson, The South West Quarter (¼) of the South West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Eighty (80) acres. To James Johnson, The North Half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North Range No. Thirteen (13) West, containing Eighty (80) acres. To Martin N. Ausman, The West Half (½) of the North East Quarter (¼) and The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing One Hundred and Twenty (120) acres. To Charles Wallworth, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty (20) North, Range No. One (1) West, containing Forty (40) acres. To Ebert Thompson, The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. Three (3) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty Two and 08/100 (42 08/100 acres. To Samuel O. Tigen, The South Half (½) of the South West Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One Hundred and Sixty (160) acres. To Moses Brown, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Moses Walker, The North East Quarter (¼) 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 Forty (40) acres. To Samuel Dibble, The North Half (½) of the North West Quarter (¼) of Section No. Thirty-Three (33) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Eighty (80) acres. To Simon G. F. Lobban, The South Half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Eighty (80) acres. To Myron Durga, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fifteen (15) West, containing Forty (40) acres. To Chris Erickson, The North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty (20) North, Range No. Three (3) West, containing One Hundred and Sixty (160) acres. To John F. Adams, The North East Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty-Five (35) in Township No. Eighteen (18) North, Range No. Two (2) East, containing Eighty (80) acres. To Orrin Cummings, The North Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Wm E. Jurden, The South East Quarter (¼) of the South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To Henry B. Miller, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To Luther Larkin, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To Peter Swenson, The North Half (½) of the North East Quarter (¼) Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range

No. Thirteen (13) West, containing Eighty (80) acres. To L. M. Young, The South East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Hans Pederson Rue, The West Half (½) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing One Hundred and Sixty (160) acres. To Paul Thompson, The Lots Nos Nine (9) and Ten (10) and Eleven (11) and Twelve (12) and Thirteen (13) and Fourteen (14) and Fifteen (15) and Sixteen (16) and Seventeen (17) and Eighteen (18) and Nineteen (19) and Twenty (20) and Twenty One (21) and Twenty Two (22) and Twenty Three (23) and Twenty Four (24) and Twenty Five (25) and Twenty Six (26) and Twenty Seven (27) and Twenty Eight (28) and Twenty Nine (29) and Thirty (30) and Thirty One (31) and Thirty Two (32) and Thirty Three (33) and Thirty Four (34) and Thirty Five (35) and Thirty Six (36) and Thirty Seven (37) and Thirty Eight (38) and Thirty Nine (39) of Block A. and all of Block B. and Lots Nos. Four (4) and Five (5) and Six (6) and Seven (7) and Eight (8) and Nine (9) and Ten (10) and Eleven (11) and (12) and Thirteen (13) and Fourteen (14) and Fifteen (15) and Sixteen (16) and Seventeen (17) and Eighteen (18) and Nineteen (19) and Twenty (20) and Twenty One (21) and Twenty Two (22) and Twenty Three (23) and Twenty Four (24) and Twenty Five (25) of Block "C". and Lots. Nos Four (4) and Seven (7) and Eight (8) and Nine (9) and Ten (10) and Eleven (11) and Twelve (12) and Thirteen (13) and Fourteen (14) and Fifteen (15) and Sixteen (16) and Seventeen (17) and Eighteen (18) and Nineteen (19) and Twenty (20) and Twenty One (21) and Twenty Two (22) and Twenty Three (23) and Twenty Four (24) and Twenty Five (25) and Twenty Six (26) and Twenty (27) and Twenty Eight (28) and Twenty Nine (29) and Thirty (30) and Thirty One (31) and Thirty Two (32) and Thirty Three (33) and Thirty Four (34) and Thirty-Five (35) and Thirty Six (36) of Block "D". of the Railway Plat of the Village of Augusta, To The Lumber and Austin Lumber Company, The North East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Two Hundred (200) acres. To Peter Legoo, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To John Globensky, The North West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing Forty (40) acres. To The Coolidge Fuel and Supply Company, The North West Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) and The West fractional Half (½) and The South East Quarter (¼) of Section No. Seven (7) and The North Half (½) and 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. Seventeen (17) and The North East Quarter (¼) of Section No. Nineteen (19) and the North East Quarter (¼) of Section No. Twenty Seven (27) and The South Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) all in Township No. Thirty (30) North, Range No. Four-

teen (14) West, containing Fourteen Hundred Twenty Two and 24/100 (1,422 24/100) acres. To J. E. Hinships, The West Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Three (23) North Range No. One (1) West, containing Eighty (80) acres. To Mrs. Nettie Carbino, The Lots Nos Six (6) and Seven (7) of Block "C" of the Railway addition to Humbird. To Osmon O. Oakland, The West Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty (20) North, Range No. (6) West containing Eighty (80) acres. To Emma L. Smith, The East Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North Range No. Eight (8) West, containing Eighty (80) acres. To Martin Ks. Smith, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To James L. Gates, The North West Quarter (¼) of the North East Quarter (¼) and The West Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Three (3) West, and The Lots Nos Six (6) and Seven (7) of Section No. Eleven (11) and the East Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) and The North East Quarter (¼) of the North West Quarter (¼) and The Lots Nos Three (3) and Six (6) and Eight (8) of Section No. Twenty Seven (27) and The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) all in Township No. Twenty Four (24) North, Range No. Two (2) West, and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Three (3) West, and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range No. Two (2) West, containing Five Hundred Ninety Eight and 7/100 (598 7/100) acres. To Sigvald A. Svale, 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 Nine (29) and 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 Three (33) all in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Two Hundred (200) acres. To Louis Larson, The West fractional Half (½) of the North East Quarter (¼) of Section No. Five (5) and The West Half (½) of the North West Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Three (23) North, Range No. Six (6) West, containing One Hundred Sixty One and 02/100 (161 02/100) acres. To Thomas O. Lasby, jr, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To John Wm Reed, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To James L. Yates, The South Half (½) of the North East Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Three (3) West, contain-

ing One Hundred and (160) acres. To J. E. Hinship, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. One (1) West, containing Forty (40) acres. To Claus Johnson, The North Half (½) of the North West Quarter (¼) (Except a strip of land One Hundred (100) feet wide deeded to the Princeton & Western Railway Company,) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. One (1) East, containing Seventy Four, (74) acres. To Gustav Fieth, The North Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing One Hundred and Twenty (120) acres. To Octave Baillargon, The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Thirty One (31) North, Range No. Eighteen (18) West, containing Forty Four and 7/100 (44 7/100) acres. To Novatus N. Kirby, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Sixteen (16) West, containing Forty (40) acres. To Evrad Whittier, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To George Warren, Frank G. Warren and H. A. Barber, The North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. One (1) West, containing One Hundred and Sixty (160) acres. To John H. Reed, The South West Quarter (¼) of The South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To Betsy Olson Rugsveen, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres. To George Brockman, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. Four West, containing Forty (40) acres. To Clark Manufacturing Company The South East Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Two Hundred (200) acres. To Gustav Stubbe, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing Forty (40) acres. To Anders Anderson Ogarn, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Forty (40) acres. To David Adams The North Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To James Prentice, The North Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Jennie C. Thurber, The South West fractional Quarter (¼) of the South West Quarter (¼) (Except One and One Half (1½) acres, deeded to the Chippewa Valley and Superior Railway Company for Right of Way) of Section No. Thirty One (31) in Township No. Twenty Six (26) North, Range No. Twelve (12) West, containing Thirty Four (34) acres. To Levi H. Stanton, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty (40) acres. To Louis Larson, The South Half (½) of Section No. One (1) and The North West Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) and The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) all in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Four Hundred and Forty (440) acres. To Sigvald A. Svale, The South West Quarter (¼) of the North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) and The South Half (½) of the South West Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Twenty Three (23) and the West Half (½) of the North East Quarter (¼) and The West Half (½) of Section No. Thirty Five (35) all in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Six Hundred and Forty (640) acres. To Sigvald A. Svale, The North West Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Nineteen (19) North, Range No. Seven (7) West, and The Lots Nos One (1) and Two (2) and Three (3) and Four (4) and Seven (7) and Eight (8) and Nine (9) and Ten (10) and Eleven (11) and the East Half (½) of the South West Quarter (¼) and 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. One (1) and The Lots Nos. One (1) Two (2) Three (3) Four (4) Eight (8) Nine (9) and Ten (10) and The West Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) and The North East Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) and The South West Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Twenty Five (25) and The North West Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) of Section No. Twenty Seven (27) and The North West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty (20) North, Range No. Seven (7) West, and The South West Quarter (¼) of the North West Quarter (¼) and the North Half (½) of the South West Quarter (¼) of Section No. One (1) and the South Half (½) of the North East Quarter (¼) and The North West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Three (3) and The North Half (½)

of the South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) all in Township No. Twenty One (21) North, Range No. Seven (7) West, and The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) and The South East Quarter (¼) of the North East Quarter (¼) and The West Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) and The West Half (½) of the North East Quarter (¼) and The North East Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Seven (7) and The East Half (½) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Eleven (11) and The North East Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) and The West Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and 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. Thirteen (13) and The South Half (½) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the South West Quarter (¼) of Section No. Fifteen (15) and The South Half (½) of the North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of Section No. Twenty One (21) and The North East Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of Section No. Twenty Three (23) and The North East Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of Section No. Twenty Five (25) and The North West Quarter (¼) of the North East Quarter (¼) and The West Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Twenty Seven (27) and The South East Quarter (¼) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) and The East Half (½) of the South West Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) all in Township No. Twenty Two (22) North, Range No. Seven (7) West, and The East Half (½) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of Section No. One (1) and The South Half (½) of the North East Quarter (¼) and The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and 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. Three (3) and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) and The West Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The South East Quarter (¼) of The North Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Eleven (11) and The North Half (½) of the North West Quarter (¼) and 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. Thirteen (13) and The South Half (½) of Section No. Twenty One (21) and The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Seven (27) and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) all in Township No. Twenty Three (23) North, Range No. Seven (7) West, and The South Half (½) of the South Half (½) of Section No. Seven (7) and The South Half (½) of the North West Quarter (¼) of Section No. Thirteen (13) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) and The West Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) and The South Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Thirty One (31) and The West Half (½) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and The South West Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) and The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Four (24) North, Range No. Seven (7) West, and The North East Quarter (¼) of the North East Quarter (¼) and The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Two (22) North, Range No. Eight (8) West, and The North fractional Half (½) and The South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) and The East Half (½) of Section No. Seven (7) and The North West Quarter (¼) and The West Half (½) of the South West Quarter (¼) of Section No. Eleven (11) and The North Half (½) of the North East Quarter (¼) and The North Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) and The South East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Seventeen (17) and The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) and the South Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) and The North Half (½) of the North East Quarter (¼) of Section No. Twenty Seven (27) and The South Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Three (23) North, Range No. Eight (8) West, and The South Half (½) of the South West Quarter (¼) of Section No. One (1) and The South East Quarter (¼) of the North East Quarter (¼) and The West fractional Half (½) and 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. Three (3) and The North Half (½) and The North Half (½) of the South East Quarter (¼) of Section No. Nine (9) and The South East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Twenty Seven (27) and The East Half (½) of the North West Quarter (¼) and The North fractional Half (½) of the South West Quarter (¼) of Section No. Thirty One (31) and The South West Quarter (¼) of Section No. Thirty Three (33) and all of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Eight (8) West, and The North fractional Half (½) of

The North West Quarter (¼) of Section No. Three (3) and The North fractional Half (½) and 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. Five (5) and The North Half (½) of the North East Quarter (¼) of Section No. Eleven (11) all in Township No. Twenty Three (23) North, Range No. Nine (9) West, and The South fractional Half (½) of the North West Quarter (¼) and The South West fractional Quarter (¼) of Section No. Seven (7) and The West Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) and The North East Quarter (¼) and The North fractional Half (½) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) and The South East Quarter (¼) of Section No. Nineteen (19) and The North Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) and The South West Quarter (¼) of Section No. Twenty Five (25) and The South Half (½) of Section No. Twenty Seven (27) and The North Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) and The South West fractional Quarter (¼) of Section No. Thirty One (31) and The North East Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the South West Quarter (¼) and The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) and The North East Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Four (24) North, Range No. Nine (9) West, containing Sixteen Thousand Two Hundred Fifty Four and 73/100 (16,254 73/100) acres. To Pat Bonasal, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing Forty (40) acres. To J. S. Tuttle, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To The Davidson Lumber Co, The North West fractional Quarter (¼) and The North fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. One (1) West, containing Two Hundred Forty Six and 04/100 (246 04/100) acres. To Wm. Meier, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Forty (40) acres. To Ole Anfinson, The North Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To Sim Kanagge, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) and The South Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) all in Township No. Twenty Two (22) North, Range No. Three (3) West, containing One Hundred and Sixty (160) acres. To Wm. Hemstock, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres. To Andrew Haagenson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To Albert Greeley, The North East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing Forty (40) acres. To Charles J. Fox, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North Range No. Thirteen (13) West, containing Forty (40) acres. To Ivor A. Bjorlo, The East Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To Mathias Meger, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven North, Range No. (7) West, containing Forty (40) acres. To B. F. Millard, Alexander McLaren and M. P. Larrabee, The South Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fifteen (15) West, (Except a strip of land One Hundred (100) feet in width extending through and across said land and included within two lines each paralled with and distant Fifty (50) feet from the center line of the Railroad of the St Croix & Chippewa Falls Railroad Company as now constructed and operated,) containing Seventy Seven & 73/100 (77 73/100) acres. To H. H. Taft, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Charles Mandelert, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Martin Noer, The North West Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the North West Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing One Hundred and Twenty (120) acres. To Nels H. Nelson, The South West Quarter (¼) of The North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Two North, Range No. Six (6) West, containing Forty (40) acres. To William Symonds, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres. To Harris J. Baldwin, The West Half (½) of Section No. Twenty Five (25) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Three Hundred and Twenty (320) acres. To Sam Tollefson, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To Henry Stoker, The West Half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Five (5) West, containing Eighty (80) acres. To George Scovill, The Lot No. Seven (7) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Five (5) West, containing Forty (40) acres. To Frank Fox, The South West Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Ole Nickelson, The South West fractional Quarter (¼) of the South West

Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty Four and 00/100 (44 00/100) acres. To Frederick Hemfs. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing Forty (40) acres. To John Hein and Henry Meyer, 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. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing One Hundred and Twenty (120) acres. To Ahart Williams, The West Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. Four West, containing Two Hundred and Forty (240) acres. To John Purdy, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Charles Kraft, The East Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Olive A. Foster, The West fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Seventy Eight and 00/100 (78 00/100) acres. To Hans Danielson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Forty (40) acres. To James Lowry, The South West Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Eighty (80) acres. To John Larson, The North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing One Hundred and Sixty (160) acres. To James T. Holden The West Half (½) of the North East Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Sixty (60) acres. To James T. Golden, The East Half (½) of the North East Quarter (¼) of the South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight North, Range No. Fourteen (14) West, containing One Hundred (100) acres. To Adolph Reineck, The North East Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Eighty (80) acres. To Conrad Nussberger and Max Kaminietz, 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. Thirteen (13) West, containing Forty (40) acres. To Thomas R. Roddy, The North Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Two (2) West, containing Eighty (80) acres. To Alexander Hebb, The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Thirty Seven and 76/100 (37 76/100) acres. To John Mayer, The South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing One Hundred and Sixty (160) acres. To Nelson Bounds, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Forty (40) acres. To Alexander Flint, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing Forty (40) acres. To Levi Flint, The South West Quarter (¼) of the North East Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North Range No. Twelve (12) West, containing Eighty (80) acres. To Jacob A. Brevig, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Forty (40) acres. To Christ C. Lund, The South Half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To Hans Madson, The North West Quarter (¼) of the South West Quarter (¼) and The West Half (½) of The West Half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Mathias Holte, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Four (24) North, Range No. Eight (8) West, containing Forty (40) acres. To Francis Schilling, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing Forty (40) acres. To Herman Zein, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Eight (28) North, Range No. Six (6) West, containing Forty (40) acres. To George Brockman, The North Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Eighty (80) acres. To A. B. Visger, The West Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Bernhard Stenson, The North East Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) and The North East Quarter (¼) of The North West Quarter (¼) of Section No. Nineteen (19) all in Township No. Twenty Eight (28) North, Range No. Ten (10) West, and The South East Quarter (¼) of Section No. Nine (9) and The West Half (½) of Section No. Seventeen (17) all in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Six Hundred (600) acres. To Jens J. Larson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Forty (40) acres. To Charles Grahm, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Town-

ship No. Thirty (30) North, Range No. Eight (8) West, containing Forty (40) acres. To Chippewa Lumber & Boom Co. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To Peter Cain, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres. To John Larson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North Range No. Eight (8) West, and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) all in Township No. Twenty Five (25) North, Range No. Ten (10) West, and The South West Quarter (¼) of the North East Quarter (¼) and 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. Ten (10) West, containing Two Hundred (200) acres. To Lewis Larson, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Three (23) North, Range No. Six (6) West, and The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty One (21) North Range No. Six (6) West, containing Eighty (80) acres. To John H. Reed, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To The Davidson Lumber Co. The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Forty (40) acres. To Peter Condo, The West fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Sixty and 36/100 (60 36/100) acres. To Elmer R. Scott, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Nineteen (19) North, Range No. Three (3) West, containing Forty (40) acres. To A. O. Oppegaard, The South Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres. To Clark Manufacturing Co. The West Half (½) of the North East Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South East Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing Two Hundred Seventy Eight and 77/100 (278 77/100) acres. To Samuel Barter, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To B. F. Doan, 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. Eleven (11) West, containing Eighty (80) acres. To S. H. Fay, The South Half (½) of the South West Quarter (¼) of Section

No. Twenty One (21) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To Frank H. Button and Fred Marcetin, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Two (22) North, Range No. One (1) West, containing Eighty (80) acres. To Jordan Johnson, The West Half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To John H. Brassington, The West Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing Eighty (80) acres. To School District No. Four (4) Town of Tiffany, Dunn Co., One (1) Square acre in the North East corner of the North East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing One (1) acre. To Gotlieb Strouse, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Wm. J. Lee, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Iver H. Gilbertson, The South Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Four (4) West, containing Eighty (80) acres. To John G. Mordy, The West Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To William R. O. Hearn, H. B. Cole and John Reed, The South Half (½) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The South West Quarter (¼) and The West Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Four Hundred (400) acres. To Jenna A. Hauser, The South Half (½) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Eighty (80) acres. To Charles Thran, The South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Five (5) West, containing One Hundred & Sixty (160) acres. To Erick L. Innis, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To F. A. Holcott, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Gustave D. Hooely, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Four (4) West, containing Forty (40) acres. To Auguste Henke, The Lots Nos Eleven (11) and Twelve (12) and Thirteen (13) and Twenty Six (26) and Twenty Seven (27) of Block "6" in the Village of Fall Creek, Wis. To Daniel Johnson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No.

Six (6) West, containing Forty (40) acres. To Alexander P. Scott, The North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing One Hundred and Sixty (160) acres. To Andrew T. Olson, 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. Nine (9) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Ebert Sorkness, The South East Quarter (¼) of the North West Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Geo. F. Young, The East Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To Moses Brown, The West Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Levi Flint, The West Half (½) of the South East Quarter (¼) (Except One (1) acre in the North East Corner of the North West Quarter (¼) of the South East Quarter (¼)) of Section No. Twenty Nine (29) in Township No. Thirty (30) North Range No. Twelve (12) West, containing Seventy Nine (79) acres. To Niels Peter Larsen, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Eighteen (18) North, Range No. One (1) East, containing Forty (40) acres. To Sigvald A. Svale, The East Half (½) and The North West Quarter (¼) and The East Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Five Hundred and Sixty (560) acres. To Ed Hoem, The West Half (½) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. Five (5) West, containing One Hundred and Sixty (160) acres. To Anthon Nelson Freng, The West 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. To Andrew Lybeck, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight North, Range No. Thirteen (13) West, containing Forty (40) acres. To Christian Erickson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To David J. Wagner, The North East Quarter (¼) of the South West Quarter (¼) and The West Half (½) of the South West Quarter (¼) and The Lot No. One (1) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing One Hundred Fifty-Five and 44/100 (155 44/100) acres. To Sigvald A. Svale, The South West Quarter (¼) of the North East Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) and The West Half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) all in Township No. Twenty Six (26) North, Range No. Nine (9) West, and The South West Quarter (¼) of the North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township

No. Twenty Six (26) North, Range No. Ten (10) West, containing Two Hundred and Forty (240) acres. To Byron Johnson, The East Half (½) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Eighty (80) acres. To Herbert Lincoln, The North East (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To Austin Culburnson, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Forty (40) acres. To Ebert Thompson, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To Lewis Hadley and Daniel R. Hadley, 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. Three (3) in Township No. Twenty Three (23) North, Range No. Eleven (11) West, containing Eighty (80) acres. To John Myers. The South Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Sarah A. Waters, The Lots Nos. One (1) and Two (2) and Three (3) of Block "D" in the Railway addition to Humbird Wis. To Haldo Ellingson, The West Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Ole O. Lien, The South Half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To John L. Rooney, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To George Schwaneb, 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. Three (3) West, containing Forty Eight and 27/100 (48 27/100) acres. To Christoph Heuer, The Lots Nos. One (1) and Two (2) and Three (3) and Forty Six (46) and Forty Seven (47) of Block "A" in the Railway Plat of the Village of Fall Creek, Wis. To Wilhelm Heuer, The Lots Nos. Four (4) and Five (5) and Six (6) and Forty Three (43) and Forty Four (44) and Forty Five (45) of Block "A" in the Railway Plat of the Village of Fall Creek, Wis. To Henry Heller, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres. To Henry M. Boss, The West fractional Half (½) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Fifty Nine and 69/100 (59 69/100) acres. To Maurice Austin, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To Perry Day, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Thirteen (13)

West, containing Eighty (80) acres. To Wm. Tenner, The North East fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Thirty Three and 47/100 (33 47/100) acres. To Martin Geer, The East Half (½) of the North West Quarter (¼) of Section No Twenty One (21) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Osman O. Oakland, The North Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To Even Hanson, The South West Quarter (¼) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Six (6) West, containing One Hundred and Sixty (160) acres. To Peter Hunt, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres. To Adam Staffon, The West Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To Iver Torkelson and Gabriel Anderson, The South West Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and 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. Fifteen (15) in Township No. Twenty (20) North, Range No. Six West, containing Two Hundred (200) acres. To Maurice Powers, The South Half (½) of the North West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres. To John Mahal, The South Half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Nine (29) North, Range No. Five (5) West, containing Eighty (80) acres. To F. A. Wisemiller, The East fractional Half (½) of the North East Quarter (¼) of Section No. Three (3) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Seventy Eight and 60/100 (78 60/100) acres. To Joseph Lockey, The South West Quarter (¼) and The West Half (½) of the South East Quarter (¼) of Section No. Five (5) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Two Hundred and Forty (240) acres. To Martin Flaherty, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To Mathias Rathbauer, The East Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No Ten (10) West, containing Eighty (80) acres. To Theodore Thorson, 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. Five (5) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing Eighty (80) acres. To John Seibold, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Forty (40) acres. To Henry Luer, The West Half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Thirty One (31) North, Range No Twelve (12)

West, containing Eighty (80) acres. To Charles J. Hakes, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To Joseph D. Liddell and Henry Liddell The South East Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To Adolph Knuhn, The South Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Mary A. Phillips, The East Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Seven (7) West, containing Eighty (80) acres. To Christian Israelson, 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. Seven (7) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing One Hundred and Twenty (120) acres. To St. Croix and Chippewa Falls Railway Co., Award for Right of Way over The North Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Six and 7/100 (6 7/100) acres. To Nils E. Formoen, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Forty (40) acres. To John Corey, The East Half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Minnesota St Croix and Wisconsin Railway Co. Award for Right of Way over The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty (30) North, Range No. Twelve (12) West and The North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty (30) North, Range No. Thirteen (13) West, and The North East Quarter (¼) of the North West Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty (30) North, Range No. Twelve (12) West, and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, and The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Twelve (12) West, and The North West Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing Thirty and 60/100 (30 60/100) acres. To Agriah Moore, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Forty (40) acres. To C. P. C. Beyrer, The Lots Nos. Nine (9) and Ten (10) of Section No. One (1) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Andrew Anderson, The North West Quarter (¼) of the North East Quarter (¼) and The South

East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Archibald Malloy, The West Half (½) of The South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To James Yates, The South West Quarter (¼) of the North East Quarter (¼) (Except Blocks "A" "B" "C" and "D" of Railway Addition to the Village of Humbird, and One (1) acre deded to School District No. One (1) of the Towns of Mentor and Garden Valley this) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Thirty Two (32) acres. To Fayette Dudley, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Forty (40) acres. To Moses Brown, The East Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North Range No. Fourteen (14) West, containing Eighty (80) acres. To Chris Larson, The South Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To Ole Maukstad, The South Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Eighty (80) acres. To joint School District No. One (1) of the Towns of Eaton and Abbotsford, Clark Co. Wis, One (1) Square acre in North East corner of The North East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Three (3) West, containing One (1) acre. To E. S. Austin, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six North, Range No. Fourteen (14) West, containing Thirty Three and 57/100 (33 57/100) acres. To Clark Manufactnring Co. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Fred Bauer, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Margaret Owens, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Emma L. Seger, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Forty (40) acres. To John Fennessey, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Forty (40) acres. To Simon C. F. Cobban, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To John E. Glover, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Halver Gunderson, The North West fractional Quarter (¼) of Section No. Seven (7) in Township No. Twenty (20) North, Range

No. Five (5) West, containing One Hundred Thirty and 24/100 (130 24/100) acres. To Charles N. Horton, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Three (23) North, Range No. Two West, containing Forty (40) acres. To Fred Sonnenburg, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To John Kelley, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Forty (40) acres. To Christ C. Lund, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty (40) acres. To Herman Seidel, The South Half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing Eighty (80) acres. To Island Mill Lumber Co, The South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing One Hundred and Sixty (160) acres. To Olof J. Otterson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To Niles Anderson, The North Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty (20) North, Range No. Three (3) West, containing Eighty (80) acres. To Sigvald A. Svale, The East fractional Half (½) of the North East Quarter (¼) and The South West Quarter (¼) of the North East Quarter (¼) and The West fractional Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of Section No. One (1) and All of Section No. Three (3) all in Township No. Twenty Five (25) North, Range No. Ten (10) West, and The South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) and The South West Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) and The South East Quarter (¼) of the North East Quarter (¼) and The North Half (½) of the South East Quarter (¼) and The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) and The South Half (½) of the North East Quarter (¼) and The East Half (½) of the North West Quarter (¼) and The South West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of Section No. Twenty Nine (29) and The West Half (½) of The North West Quarter (¼) and The West Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Nineteen Hundred Eighty One and 56/100 (1981 56/100) acres. To Sigvald A. Svale, The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Nine (9) West, and The South East Quarter (¼) of the North East Quarter (¼) and The South West fractional Quarter (¼) of the South West Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Six (26) North, Range No. Nine (9) West, and The North West

Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Four Hundred Seventy Eight and 53/100 (478 53/100) acres. To Wm Huntly & David Wood, The South Half (½) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Eighty (80) acres. To Henry B. Eldred, The East (½) of the South West Quarter (¼) and The South Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing One Hundred and Sixty (160) acres. To George Terrell, The West Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Eighty (80) acres. To Catherine Biedermann, The East Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Thirty One (31) North, Range No. Eighteen (18) West, containing Eighty (80) acres. To Thomas Benson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Forty (40) acres. To Hans Nilson, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty (20) North, Range No. Five (5) West, containing Forty (40) acres. To Bertha Olson, The North fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty (20) North, Range No. Five (5) West, containing Sixty Six & 70/100 (66 70/100) acres. To Michael Murray, The South Half (½) of the North East Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight North, Range No. Six (6) West, containing One Hundred & Sixty (160) acres. To Harris A. Oakland, The North 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, containing Forty (40) acres. To Peter Svenson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Eighteen (18) North, Range No. One (1) West, containing Forty (40) acres. To Peter Olson & Andrew Berger, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Forty (40) acres. To John S. Jacobs, The Lots Nos. Nine (9) and Ten (10) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To Frank Raynard, The South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Three (3) West, containing One Hundred & Sixty (160) acres. To Tollef J. Johnson, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To Fred Miller, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fifteen (15) West, containing Forty (40) acres. To Louis Bauer and Thekla Bauer, his wife, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To John Fagin, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in

Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Forty (40) acres. To Samuel B. Poff, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To D. J. Spaulding, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) and The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) all in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Eighty (80) acres. To Miller Winterbotham, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) and The North fractional Half (½) of the North West Quarter (¼) of Section No. Seven (7) all in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing One Hundred Six and 70/100 (106 70/100) acres. To Mathias Rathbauer, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To H. E. Weston, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Henry Frantz, The South 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 Forty (40) acres. To Fred Muermann, The South East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. One (1) East, containing One Hundred and Sixty (160) acres. To Thomas Olson, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To John Peterson Huskilhus, The East Half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To L. E. Ellefson, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing Forty (40) acres. To Jerome Doerr, The North Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To Olof A. Anderson, The North Half (½) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To James H. Johnson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To Asa T. Jones, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. Four (4) West, containing Forty (40) acres. To Mathias Fjeldstad, The West Half (½) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres, and containing in the aggregate Forty Nine Thousand One Hundred Thirty Five & 42/100 (49135 42/100) 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 anywise 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
Charles Edgar Mills.
Richard H. Williams.

Walter Edwards,
Trustee.

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

On the 30th day of August A. D. 1894. 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, Walter Edwards, 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.

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin in New York
115 Broadway N. Y. City.

Charles Edgar Mills a Commissioner for Wisconsin in the State of New York

State of Wisconsin } ss.
Department of State.

Received this 17th day of September, A. D. 1894. and recorded in Vol. 10, of R. R. Mtgs. and Trust Deeds on pages 70-106 inc.

J. B. Leonard,
Asst. Secretary of State

Indexed

Chicago, St Paul & Minneapolis Railway Company.

Deed of Release for 1890.

This Indenture made this 30th day of August, A.D. 1894, between Walter Edwards of the State of New York, party of the first part and Soren L. Rasmussen, Andrew Baumel, Emlis N. Johnson, Charles Frantz, Chas. R. Dean, Louis Premo, Annie Dawson, Mary A. Gilbert, Sigvald A. Svale, Robert D. Adams, Levi F. Martin, Richard Birthman, Arthur A. Cormacan, John Newton, Phebe Ketcham, J. Henry Foster, Wm Valaske, Anna Davis, Chris Jacobson, Hans Larson, William Stockman, Frank S. Peck and Thos. A. Drowley, Gottfried Stubb jr. Joseph Reichenbeck, James H. Allen, J. V. Hancock, Ernst Kummer, Perry B. Proper, C. D. Lamport, Edward H. Ives, Josephine E. Culver, John C. Shillito, Ole Knutson, Clark Manufacturing Company, William P. Cashion, Carl Koonitz, John M. O'Connor, Edgar P. Houghton, Alonzo Richmond, Charley Sonnenberg, Alexander Hyslop, Peter M. Berg. Frank Koehler, David Theiss, Thomas C. Sutliff, Charles Neelon, William Fleckler, Edward McMurchy, Louisa Seitz, Ole G. Paulson, George Warren, Frank G. Warren and Wm. A. Barber, Thomas Reid, Charles Betz, August Johnson, Mary J. Richardson, John J. Nick, Anton J. Nick, John Stinson, James Shepard, John Bock, Joseph Priesel, Mat Pederson, Simon Alvie, William Whitney, James Bean, Charles F. Grow, Nels N. Nelson Edward Pederson, James Higgins, Alfred Cypreanson, Horace Hurlburt, Charles Krug, Charles Gibson, C. A. Sundby, Thomas R. Roddy, Sarah E. Shafer, Nils C. Tornen, Victor Anderson, Gabriel C. Moen, Robert D. Waterston, John C. Wagner, Wm. Huntley 2nd Ferdinand Bohr, Swan Johnson, Tonnard Farmers Alliance No. 52. Dunn County, Wisconsin, James Morrisey, John Johnson, Martin Fridrick, John Bowman, Edmund Butler, Willie Thompson 2nd Edward N. Thompson, Charles Brown, Robert J. Fraser, Ideal Land and Loan Company, Frank Olson, C. H. Ranney, Loren D. Brewster 2nd Henry N. Earley, Amelia P. Hatch, Friedrich Rodewald, David Adams, Herman Porath, Charles Townsend, Ole J. Olson, James D. Nelson, Wilhelmina Ottens, August Peter, Charles J. Fox, James H. Monroe, Magaire Desiolits, John Huntley, Louis L. Jainter, John Hooft, James H. Ketchum, William Huntley, Joseph Doubles, David Huppeler, Harry S. Ketchum, William C. Angell, Calvin N. Johnson, Christian Pabst, Charles F. Olson, Charles Hare, Ferdinand Fiehl, Wenzel Krieger Channcey Merrill, Peter Thompson, Nancy B. Langley, Frank Baker, Barbara Drejese, Emily E. Hinship, Richard H. Chute, Curtis F. Bundy, Theodore Thompson, Sarah L. Johnson, John E. Hinship, Mathias Kuboski, William F. Pitt, Valentine Griffin, Peder E. Kern, Martin Griffin, Victory Louisa Craig, William H. Newell, Michael Wilke, Fincis Komro, Alexander B. McDowell, Michael Risley, Peter Peterson Jorten, Even Samuelson, Herbert S. Brackett, Alick Matson, James F. Golden, James H. Phillips, Otto A. Espin, Nicholas Boullion, Ole A. Hougen, August Billman 2nd Charley Dolen, Gus D. Hoseley, Hans G. Olson, Downing Manufacturing Company, John L. Williams, Alex. R. McDow-

ald, Chas. Stubb, Soren Jacobson, John Schott, William Gillmer, Martin Jesse, August Heck, Mattie Preston, John Meinan, James F. Shafer, Wm. White, Scelly f. Goss, Augustine Britton, York Iron Company, August Amburn, James Everett, Daniel Ragon and Christian Johnson, 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 William H. Leonard, 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, revenues, 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 & 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 & 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 Lutton 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 Dowe and Halston H. Brown, and by them to the Chicago, St Paul & Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said William H. Leonard, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, William H. Leonard as Trustee, is authorized by the sixth article of said Trust Deed to release from the lien and operation of the said Trust deed any and all the land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Leonard by said Chicago, St Paul & 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 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 and by its successor the Chicago, St Paul, Minneapolis & Omaha Railway Company to the said parties of the second part hereto.

Whereas said William H. Leonard Trustee as aforesaid, has deceased and the said party of the first part hereto has been established as Trustee.

Now Therefore, this indenture witnesseth that the said party of the first part hereto, in consideration of the sum of Forty Six Thousand Four Hundred Sixty Two and 33/100 ($46,462.33/100) dollars, received in First Mortgage Land Grant Income Bonds of the Chicago, St Paul & Minneapolis Railway Company, to him in hand paid, does hereby release and quit-claim, and by these presents have 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 Koren H. Rasmussen, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Eighteen (18) North, Range No. One (1) East, containing Forty (40) acres. To Andrew Baumel, The North Half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty (20) North, Range No. Two (2) West, containing Eighty (80) acres. To Emdis N. Johnson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To Charles Franty, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Thirty Nine 11/100 (39 11/100) acres. To Charles H. Dean, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Lewis Premo, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Nineteen (19) North, Range No. One (1) East, containing Forty (40) acres. To Annie Dawson, The East Half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty (20) North, Range No. Four (4) West, containing Eighty (80) acres. To Mary A. Gilbert, The East fractional Half (½) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty One 15/100 (81 15/100) acres. To Sigvald A. Svale, The North Half (½) of the South East Quarter (¼) of Section No. Thir-

teen (13) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Eighty (80) acres. To Robert D. Adams, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Levi F. Martin, The South Half (½) of the North East Quarter (¼) and 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. Twenty Five (25) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Two Hundred (200) acres. To Richard Birthman, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West containing Forty (40) acres. To Arthur A. Comacan, The West fractional Half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty seven (27) North, Range No. Thirteen (13) West, containing Fifty Nine and 11/100 (59 11/100) acres. To John Newton, The West Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Eighty (80) acres. To Phebe Ketchum, The Lot No. Six (6) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Two (2) West, containing Thirty Two and 34/100 (32 34/100) acres. To J. Henry Foster, The South Half (½) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Wm Vlaske, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North Range No. Eleven (11) West, containing Forty (40) acres. To Anna Davis, The North East fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Thirty Two and 84/100 (32 37/100) acres. To Chris. Jacobson, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Three (3) East, containing Forty (40) acres. To Hans Larson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To William Stockman, The South Half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Frank L. Peck & Jno A. Crowley, The South Half (½) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Gottfried Stubb jr., The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty One and 23/100 (41 23/100) acres. To Joseph Reichenbeck, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Forty (40) acres. To James H. Allen, The West Half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Two (22) North, Range No. Three (3) West, containing Eighty (80) acres. To J. H. Hancock, The North Half (½) of the North West Quarter (¼) and The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Sixteen (16) West, containing One Hundred and

Twenty (120) acres. To Ernst Kemmer, The South Half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Perry B. Proper, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To C. D. Lamport, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Fifteen (15) West, containing Forty (40) acres. To Edward M. Ives, The West Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Nineteen (19) West, containing Eighty (80) acres. To Josephine E. Culver, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To John C. Shellito, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Six (26) North, Range No. Sixteen (16) West, containing Forty (40) acres. To Ole Knutson, The North Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing Eighty (80) acres. To Clark Manufacturing Company, The Lots Nos, Two (2) and Three (3) and Four (4) of Section No. Five (5) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing One Hundred Forty Six and 33/100 (146 33/100) acres. To William P. Cashion, The South East Quarter (¼) of the North East Quarter (¼) and The East Half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Eighteen (18) North, Range No. Four (4) West, containing One Hundred and Twenty (120) acres. To Carl Kowitz, The West Half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To John M. O'Connor, The North East Quarter (¼) of the North West Quarter (¼) and The North West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Five (5) West, containing Eighty (80) acres. To Edgar P. Houghton, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To Alonzo Richmond, The West Half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Five (5) West, containing Eighty (80) acres. To Charley Sonnenberg, The West Half (½) of the North West Quarter (¼) and The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. Six (6) West, containing One Hundred and Twenty (120) acres. To Alexander Heyslop, The North West Quarter (¼) of the North West Quarter (¼) and The South East Quarter (¼) of the South West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing One Hundred and Twenty (120) acres. To Peter M. Berg, The North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Eleven

(11) West, containing One Hundred and Sixty (160) acres. To Frank Kahler, The Lot No. Eight (8) (Except a piece of land One Hundred (100) feet in width conveyed to Chicago, Milwaukee and St Paul Railway Co. May 8th 1884, containing Three (3) acres,) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Nine (9) West, containing Fifty Two and 92/100 (52 92/100) acres. To David Risner, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing Forty (40) acres. To Thomas G. Sutliff, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Charles Nelson, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To William Fleckler, 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. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Edward McMurchy, The West Half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Louisa Seitz, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Ole G. Paulson, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To George Warren, Frank G. Warren, and Wm. A. Barber, All that part of the South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No. One (1) West, that lies between two lines North of and parallel with the track of the Chicago, St Paul, Minneapolis and Omaha Railway Company, as the same is now constructed and operated, One of which said lines is One Hundred (100) feet and the other Three Hundred and Fifty (350) feet distant from the center line of said Railway, The Southerly line of said strip of land hereby intended to be conveyed being parallel with and One Hundred (100) feet distant from said Railway, containing Three (3) acres. To Thomas Reed, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Forty (40) acres, To Clark Manufacturing Company, The West Half (½) of the North East Quarter (¼) and The South 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, containing One Hundred and Twenty (120) acres. To Charles Betz, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Forty (40) acres. To August Johnson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Mary J. Richardson, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To John J. Dick, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Anton J. Dick, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To John Stinson, The East Half (½) of the South West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing One Hundred and Twenty (120) acres. To James Shepard, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres. To Lewis Premo, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. One (1) East, containing Forty (40) acres. To John Bock, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Two (22) North Range No. Four (4) West, containing Forty (40) acres. To Joseph Preisel, The South Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Mat Pederson, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty (40) acres, To Simon Alme, The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To William Whitney, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty (20) North, Range No. One (1) West, containing Forty (40) acres. To James Bean, The North 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 Chas. F. Grow, The North West Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing One Hundred and Twenty (120) acres. To Nels N. Nelson, The South 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, containing Forty (40) acres. To Edward Pederson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Forty (40) acres. To James Higgins, The North fractional Half (½) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Sixty One and 35/100 (61 35/100) acres. To Alfred Oppreanson, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing Forty (40) acres. To Horace Hurlburt, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Charles Krug, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25)

in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Charles Gibson, The North West fractional Quarter (¼) of the North West Quarter (¼) (Except a strip of land heretofore conveyed to the Wisconsin & Minnesota Railway Company for Right of Way,) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty Three and 9/100 (43 9/100) acres. To O. A. Sundby, The West Half (½) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing (80) acres. To Thomas R. Roddy, The West fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Two (2) West, containing Sixty and 2/100 (60 2/100) acres. To Sarah E. Shafer, The South Half (½) of The North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing One Hundred and Sixty (160) acres. To Nils O. Formen, 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. Six (6) West, containing Forty (40) acres. To Victor Anderson, The North East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty (20) North, Range No. Four (4) West, containing Forty (40) acres. To Gabriel O. Moen, 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. Five (5) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To Robert D. Waterston, The North Half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To John L. Wegner, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing Forty (40) acres. To Wm Huntley and Ferdinand Bohr, The West Half (½) of the North West Quarter (¼) and The East Half (½) of the South West Quarter (¼) and The North East Quarter (¼) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Two Hundred (200) acres. To Swan Johnson, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To Tonnare Farmers Alliance No. Fifty Two (52) Dunn County Wisconsin commencing at a point on the South line of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range No. Twelve (12) West, Forty (40) rods West of the South East corner of said Section No. Thirty One (31) Thence North Sixteen (16) Rods; Thence West Ten (10) Rods; Thence South Sixteen (16) Rods; Thence East Ten (10) Rods to the place of beginning, containing One (1) acre. To James Morricey, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. Five (5) West, containing Forty (40) acres. To John Johnson, The West Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Six (6) West containing Eighty (80) acres. To Martin Frederick, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Forty (40) acres. To John Bowman, The North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing One Hundred and Sixty (160) acres. To Edmund Butler, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Forty (40) acres. To Willis Thompson and Edward F. Thompson, The North West Quarter (¼) of the North East Quarter (¼) (Excepting therefrom a strip of land One Hundred (100) feet in width heretofore deeded to the Chippewa Valley & Superior Railway company, the said strip to be included between two lines each parallel with and distant Fifty (50) feet from the center line of the track of said company as the same is now located, constructed and operated), of Section No. Fifteen (15) in Township No. Twenty Six (26) North, Range No. Eleven (11) West, containing Forty (40) acres. To Charles Brown, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Robert J. Greaser, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Ideal Land & Loan Co. The South West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty (40) acres. To Frank Olson, The South Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West containing Eighty (80) acres. To C. F. Ranney, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing Forty (40) acres. To Loren D. Brewster, and Henry H. Earley, The South Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To Amelia P. Hatch, The Lot No. Six (6) of Block "6", in the Village of Humbird, Wis. To Amelia P. Hatch, The Lots Nos. Three (3) and Four (4) and Five (5) of Block "6", in the Village of Humbird, Wis. To Friedrich Rodewald, The South fractional Half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Sixty Three and 25/100 (63 25/100) acres. To David Adams, The North West Quarter (¼) of the South 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. To Herman Porath, the South 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, containing Forty (40) acres. To Charles Townsend, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Ole J. Olson, The South East Quarter (¼) of the North West Quarter (¼) and The North East Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, con-

taining One Hundred and Sixty (160) acres. To James D. Nelson, The South East Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Wilhelmina Ottens, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To August Peter, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Forty (40) acres. To Charles J. Fox, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Forty (40) acres. To James H. Monroe, The East Half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Eighty (80) acres. To Nazaire Decoiste, The South West 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, containing Forty (40) acres. To John Huntley The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Thirty Five and 43/100 (35 43/100) acres. To Louis S. Tainter, 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. Twelve (12) West, containing Forty (40) acres. To John Hoeft, The Lots No's. Twenty Three (23) and Twenty Four (24) and Twenty Five (25) and Twenty Six (26) of Block "A", in the Village of Fall Creek, Wis. To James H. Ketchum, 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. Three (3) West, containing Forty (40) acres. To Frank Johnson, The South Half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To William Huntly, The North West fractional Quarter (¼) of the North East Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) and The South West Quarter (¼) of the North East Quarter (¼) and The North East Quarter (¼) of the North West Quarter (¼) and The South Half (½) of the North West Quarter (¼) and The North Half (½) of the South West Quarter (¼) of Section No. Nine (9) all in Township No. Twenty Seven (27) North, Range No. Three (3) West, and The North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Three (3) West, and The North Half (½) of the South West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) and The South Half (½) of the North West Quarter (¼) and The South West Quarter (¼) of Section No. Twenty Nine (29) and The North Half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) and The North East Quarter (¼) and The South East Quarter (¼) of the North West Quarter (¼) and The North Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) all in Township No. Twenty Eight (28) North, Range No. Four (4) West, containing Thirteen Hundred Fifteen and 52/100 (1315 52/100) acres. To Joseph Doubles, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Forty (40) acres. To David Kuppeler, The North Half of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Eighty (80) acres. To Harry T. Ketchum, The South Half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To William G. Angell, Lot No. Nine (9) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Calvin H. Johnson, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Christian Labat, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Forty (40) acres. To Charles F. Olson, The South Half (½) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Charles Vare, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Ferdinand Fiehl, The North fractional half (½) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North Range No. Thirteen (13) West, containing sixty five and 27/50 (65 27/100) acres. To Hengel & Kreger, The South East Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Forty (40) acres. To Chauncy Merrill, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Forty (40) acres. To Peter Thompson, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing Forty (40) acres. To Nancy B. Langley, 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. Thirty One (31) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Eighty (80) acres. To Frank Baker, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing Forty (40) acres. To Barbara Dreyese, The West Half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Emily E. Hinchip, The South East Quarter (¼) of the North East Quarter (¼) and the North Half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section Fifteen (15) in Township No. Eighteen (18) North, Range No. Two (2) West, containing One Hundred and Sixty (160) acres. To Richard H. Chute, The South West Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Five (5) West, containing Forty (40) acres. To Curtis F. Bundy, The South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty (20) acres, Range [illegible]th, Range No.

Fourteen (14) West, containing Forty (40) acres. To Theodore Thompson, The South Half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Ten (10) West, containing Eighty (80) acres. To Sarah S. Johnson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To John E. Swinship, The East Half (½) of the North West Quarter (¼) and the North fractional Half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. One (1) West, containing Two Hundred Seven & 20/100 (207 20/100) acres. To Mathias Euboski, The North East Quarter (¼) of the North West (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing Forty (40) acres. To William F. Pitt, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To Valentine Griffin, 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. Two (2) West, containing Forty (40) acres. To Peder E. Kern, The North fractional Half (½) of the North West Quarter (¼) and The South West fractional (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Two Hundred Eighty Five and 12/100 (285 12/100) acres. To Martin Griffin, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Forty (40) acres. To Victory Louisa Craig, 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. Nine (9) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To William H. Newell, The North West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Two Hundred (200) acres. To Michael Velke, The West fractional Half (½) of the North East Quarter of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Seventy One and 67/100 (71 67/100) acres. To Fincis Komrs, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Alexander B. McDowell, The North East Quarter (¼) and the East Half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Nine (29) North, Range No. Five (5) West, containing Two Hundred and Forty (240) acres. To Michael Rieler, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Peter Peterson Sorten, The South Half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres. To Even Samuelson, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Two (22) North, Range No. Six (6) West, except one square acre in the South East corner deeded for school purposes, containing Forty five & 95/100 (45 95/100) acres. To Herbert S. Brackett, The East Half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To Alick Matson, The South Half (½) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To James F. Golden, The South West Quarter (¼) of the South East Quarter of Section No. Thirty Five (35) in Township No. Twenty Eight (28) North, Range No. Fourteen (14) West, containing Forty (40) acres. To James H. Phillips, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Otto O. Espin, The North Half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Nicholas Boullion, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Forty (40) acres. To Ole A. Hougen, The North Half (½) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To August Bellman, and Charley Dolen, The West Half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing Eighty (80) acres. To Geo. D. Kooley, The North East Quarter (¼) and the North Half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the North Half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Four (4) West, containing Four Hundred (400) acres. To Hans G. Olson, The South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing One Hundred and Sixty (160) acres. To Downing Manufacturing Company, The North West fractional Quarter (¼) of the North West Quarter (¼) and The South West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Eighty One and 73/100 (81 73/100) acres. To John L. Williams, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Four (4) West, containing Forty (40) acres. To Alex R. McDonald, The East Half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing Eighty (80) acres. To Charles Stubb, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing Forty (40) acres. To Soren Jacobson, The East Half (½) of the South West Quarter (¼) and the East Half (½) of the West Half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing One Hundred and Twenty (120) acres. To John Schott, The

North East Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing Forty (40) acres. To William Gillmer, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing Forty (40) acres. To Martin Geese, Lot No. Six (6) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North, Range No. Five (5) West, containing Sixty four & 23/100 (64 23/100) acres. To August Heck, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Forty (40) acres. To Mattie Preston, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Forty (40) acres. To John Meinan, The North Half (½) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To James F. Shafer, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Forty (40) acres. To William White, The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Forty (40) acres. To Wesley J. Goss, The North East Quarter (¼) of the North 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. To Augustine Britton, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing Forty (40) acres. To York Iron Company, The North Half (½) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Two (2) West containing three Hundred and Twenty (320) acres. To August Amburn, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Forty (40) acres. To James Everett, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty-Three (33) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres. To Daniel Ragon, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West, containing Forty (40) acres. To Christian Johnson, The North Half (½) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Eighteen (18) North, Range No. One (1) East, containing Eighty (80) acres, and containing in the aggregate Thirteen Thousand, Six Hundred Nine and 76/100 (13,609 76/100) 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 anywise 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
Charles Edgar Mills
Richard H. Williams.

Walter Edwards. (L.S.)
Trustee.

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

On the thirtieth day of August A. D. 1894, 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, Walter Edwards, 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.

Charles Edgar Mills
a
Commissioner
for
Wisconsin
in the
State & City of New York

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin in New York
115 Broadway N. Y. City.

State of Wisconsin. } ss.
Department of State. }

Received this 17th day of September A. D. 1894. and recorded in Vol. 10 of R. R. Mtgs and Trust Deeds on pages 107-121 inc.

J. B. Leonard.
Asst. Secretary of State.

 Indexed

Chicago St Paul & Minneapolis Railway Company

Deed of Release for 1891 & 1892.

This Indenture made the 30th day of August, A. D. 1894, between Walter Edwards of the State of New York, party of the first part, and Leroy Vincent, Gilbert N. Tornten, Erick Jonas, Gilbert Olson, Nels Hendricks, Hans P. Rud, Harrison C. Mason, Mike Jontkowsky, Christopher Bartholomew, Harrison Bishop, School District No. 10 Town of Sigel, Chippewa County, Wisconsin, Mathias Olson, Edgar P. Houghton, Martin O. Berg Martha J. Hintz, Emma R. Thompson, F. A. Barber & Frank G. Warren, Mike Dreier, Thomas H. Phillips & Amund Amundson, Davidson Lumber Company, Rufus J. Knapp, Ludvig Larson, Nicholaus Schwebach, William Otto, Albert Sikora, Theron E. French, Nicholaus Boon, William J. Donald, John Edmond, Merinus D. Dwight, Eleanor B. Sutliff, Clarion A. Youmans, Julia Tidd, Hans J. Skoien, Laurence Soukele, Ed Olson, Frank Catt, Wm. Jahn, Frank Goodrich, Wm. M. Hill, Wiltshire R. Sherburne, Matt Dingig, David Steiner, Bernard Massey, Augustus Labree, Wm. H. Putnam, Torbjorn Larson, Joseph Hagen, Lucien G. Thompson, Albert Dachel, Amelia P. Hatch, Eli Caturia, Ole E. Ramsey, John Miller, Lars Larson Vollom, Isaac D. Alkire, Peter O. Slyte, Ideal Land & Lumber Co, Mathias J. Seemstad, John Schutte, Liberato Cardarelli and Angelo Guidagliato, Matt Anderson, Charles Sonnenberg, August Kelling, Ralph P. Dickinson and Charles P. Barker, Michael Galster Joseph Villie, Anders Masen, Knut Eleven, John C. Denniston, Charles H. Dean and Chauncey D. Dean, James Lowe, Ana Anderson, William J. Gordon, Almanda Green, Emma A. Clark, Knut K. Houg, Ole O. Lien, Ole G. Bjerknes, Leonard Mayer, Herbert Hortman, Andrew H. Johnson, Joseph Hurt, George Hiles, Price Manufacturing Company, Limited, Ole Grothe, Ezra D. Parsons, Henry B. Coleman, George Felz, Otis N. Hutchins, John C. Spooner, Liggie Clark Hardy, John E. Glover, James F. Foote, Benjamin E. Edwards, Ole Christopherson, Wm. L. Gibson, John Ferch, Wm. A. Day, Henry Brinker, Henry Falkenberg, Christian Pabst, Andreas A. Prestemoen, Frank Danzinger, Henry Hamisch, Nicholaus Gaden, William Beyer, Elias Vradenberg, Gilford D. Gillett, George N. Crandell, Orlez D. Sires, Mary Mulverhill, August Mittelstad, Hans Peter Hanson, Franklin Downer, Joseph Herman, John Andrews, Lester Cole, Ole Olson, N. C. Foster Lumber Company, August Pracht, Eliza A. Rowan, Lawrence E. Sloan, John Huntley, George Randles, and Ernest E. Randles, Joseph Richenbach, Christ Mueller, Carl Sell, Christ Dierks, John H. Bracington, Polly C. Patton, Evert M. Everson, Charles Clark, John A. Buck, Richard H. Chute, Herman and Christian Falkbrenner, Nils Pederson Moen, Merle Peck, Louisa Blado, Eli E. Hinch, August Wolfgram, John Nissen, Matt Johannes, John Stewart and Donald Kennedy, Carl Clemente, Mrs. Agnette Madson, William Sinec, Simon C. F. Cobban, Ole Johnson Rod, Serianna Anderson, Andrew Hitz, Theodore Thomas, Ferdinand Bahr, Mary J. Barnes, Hans A. Berg, William Shurtz, Oliver Larson, B. H. Williams, August Hudson, William S. York, George T. Freeman, John S. Goss, Downing Manufacturing Company, Severt Running, Christian Melston, Severt J. Houge, Oliver Olson, Jeremiah J. Long, Mrs. Augusta Withrien, George F. Hamilton, C. H. Conrad, Andrew Nilson, Owen B. Vaughn, George Peterson, Phillip Steiber, George N. Doane, Ole B. Stone, George C. Whitney, Orpha M. Hinch, Eli E. Hinch, John Bauch, Kaspar Mark, Alexander Hyslop, Frank J. McLean, Thomas D. Van Schaick, Hugh H. Price, and E. B. Lewis, Fred F. Bublitz, F. A. Barber and Frank G. Warren, Merinus Dwight, Knut Jenson, Nancy E. Dean, Charles Hemer, John Dougherty, Mortimer Newell, Andrew O. Johnson, Hugh B. Mills, Orlon Robinson, John and Edward Specht, James N. Green, H. J. Goddard, L. C. Thompson, Alfred C. David, Fredrick Poreth, Martin Peterson, Henry Carbino, William Wright, Joseph Kohler, F. A. & C. A. Strasburg, Nicholaus Krock, Frank Caturia, Jacob Gobeli, Julius Pollack, Christian Pabst, William Linse, Ole Carlson, Ebert Olson, George Bodett, Alfred Oppraenson, Henry Kuhnert & August Rugotzke, Andreas Braaten, Joseph Richenbeck, Ole Gullickson, Valentine Mueller John J. Irvine, Bent Hanson, Charles A. Knight, Hans O. Lunde, Christ Sandberg, Peter Condo, Michael Deutch, Joseph Morley, Knut J. Bergseth, Gilbert Gilbertson, Hattie A. Tiffany, T. M. Smith and John Johnson, Ferdinand Zichmann, August Ristow, Albert Johnson, Carl Olson Eng, Christian Frank, N. C. Lowry, Henry Grammont, Anna S. Lillerig, Ole S. Torgerson, Fred Haaker, Phoebe Jessie, Henry F. Miller, Theodore Engledinger, John Lyness, Christ Dinger, Carl Schmidt, Ole Christenson, Peter Hanson, Ingebridt Hulback, August and Dora Ulschert, Thomas McNulty, Elizabeth Bryant, Eskel O. Rastad, Simon O. Overby, William Huntley, Niels Christian Sorenson, Christopher Halvorson, Fredrick Martin, Clark Manufacturing Company, Edward Mills, Jacob J. Grina, Jacob Bleocotchick, Frank Balch, James A. Steele, Edmond Butler, William Orfgan, Bridget Keeler, James M. Vincent, Andrew Hortman, Thomas Hulback, Charles E. Mills, Gottfried Buss, George C. Whitney, Charles Hortman, H. A. Anderson, Nels Dold, Frank B. and Wm. S. Adams, Joseph Pickler, Isadore G. Carr, Peter C. Johnson, Charles Frank, Thos. E. Thompson, John S. Owen, Andrew C. Hollen, Louis Soren, Mary Campbell, Kate Geyer, Margaretta Trainer, Darius A. and Charles A. Goodyear, Frank Kelly, Matthias Karchman, Charles E. Letson, Knute Thompson, Lillie F. Kidd, Hans S. Rounig, Nels Shambo, Wilhelm Steinke, De Witt C. Topping, Chris Sorenson, Charles Drescher, P. D. Prescher, J. F. Sears & E. S. Lamson, William Fleming, Fredrick Muermann, John Devine, Ole Christensen, Gottlieb Faggi, Conrad Burnett, Joseph Morley, Carl Crambo, Stiner Olson, Alexander Hyslop, William B. Naylor, Samuel C. Naylor, Joseph Morley, Richard Lynch Harris J. Baldwin, Hans E. Olson, James Lakefield, James Duxberry, George A. Yates, Downing Manufacturing Company, Edward M. Doughty, John C. Dybdahl, Anna M. Olson, Bore A. Alseth, Christ Nelson, Claus Hintjin, Franz Deinhammer, Hans Anderson Frogner, John H. Tyhn, Adolph Gent, Joseph Tessmeier, William Arens, Hans Olson Helle, Williams & Albert Marth, Peder P. Grandlund, Ferdinand Fleischauer, Jane Jeffers, Nels Olson, George M. & Math. Horlid, Christian O. Saastad, Sam Sorenson, Ole C. Langberg, Frank Johnson, William Heinzie, Wilhelm Peter, Ole O. Markstad, Erastus Higgins, Wm. P. Beardsley, William H. Smith, F. G. & C. A. Stanley, George H. Smith, Joseph Radtke, David Wood, John Bensch, Andreas Benesch, Frank Mooey, William D. Reynolds, John Nelon and Jacob M. Olson 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 1878, did grant and convey to William H. Leonard 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 the 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 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 Valston 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 William H. Leonard, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, William H. Leonard as Trustee is authorized by the sixth article of said Trust Deed, to release from the lien and operation of 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 Leonard 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, 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 and by its successor the Chicago, St Paul, Minneapolis and Omaha Railway Company to the said parties of the second part hereto.

Whereas, said William H. Leonard, Trustee as aforesaid has deceased and the said party of the first part hereto, has been established as Trustee, Now Therfore, this indenture Witnesseth, that the said party of the first part hereto, in consideration of the sum of Eighty Five Thousand, Eight Hundred Sixty Nine and 20/100 $85,869.20/100 Dollars received in First Mortgage Land Grant Income Bonds, of the Chicago, St Paul & 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 State of Wisconsin, and herein described according to the United States survey viz: To Leroy Veness; The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Fifteen (15) West, containing forty (40) acres. To Gilbert N. Torsten, The North East Quarter (¼) of the South West Quarter (¼) and the North half (½) of the South East (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing one hundred and twenty (120) acres. To Erick Fonaas, The East half (½) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West containing eighty (80) acres. To Gilbert Olson, The South East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Three (23) North, Range No. Eleven (11) West, containing forty (40) acres. To Nels Hendricks The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing forty (40) acres. To Hans P. Rud; The North East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing forty (40) acres. To Harrison C. Maron, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing forty (40) acres. To Mike Jonkowsky, The South West Quarter (¼) of the North West Quarter (¼) and the North West 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 Eighty (80) acres. To Christopher Bartholomew, The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Fifteen (15) West, containing forty (40) acres. To Harrison Bishop, The North West 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, (except one square acre in the North West corner deeded for school purposes) containing thirty nine (39) acres. To School District No. Ten (10) Town of Sigel Chippewa County Wisconsin. Commencing at the North East corner of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, thence west twenty (20) rods; thence south eight (8) rods; thence east twenty (20) rods; thence north eight (8) rods to the place of beginning, contain-

ing one (1) acre. To Mathias Olson, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing forty (40) acres. To Edgar P. Houghton, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing forty (40) acres. To Martin O. Berg, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing forty (40) acres. To Martha J. Heintz, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing forty (40) acres. To Emma R. Thompson, The North West Quarter (¼) of the North East Quarter (¼) and the South West 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 Eighty (80) acres. To H. A. Barber & Frank G. Warren, The North Half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. One (1) West, containing eighty (40) acres. To Mike Drier, The East half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Thomas H. Phillips, The South Half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Three West, containing Eighty (80) acres. To Amund Amundson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty (40) acres. To Davidson Lumber Co. The North East quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Forty (40) acres. To Rufus J. Knapp, The South fractional half (½) of the North West Quarter (¼) and the North fractional half (½) of the South West quarter (¼) and the West half (½) of the South East quarter (¼) all of Section No. Thirty One (31) in Township No. Twenty One (21) North, Range No. Two (2) East, containing two hundred and $\frac{46}{100}$ ($200.\frac{46}{100}$) acres. To Ludvig Larson, The South West Quarter (¼) of the North West quarter (¼) and the North West quarter (¼) of the South West quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To Nicholaus Schwebach, The South West quarter (¼) of the North West quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Forty (40) acres. To William Otto, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To Harrison C. Mason, The North East quarter (¼) of the South West quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range Four (4) West, containing Forty (40) acres. To Albert Sikora, The North half (½) of the South East Quarter (¼) and the South West quarter (¼) of the South East quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Ten (10) West, containing One hundred and twenty (120) acres. To Theron E. French, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing forty (40) acres. To Nicholaus Roon, The Lot No. Five (5) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. Five (5) West, containing Fifty Eight (58) acres. To William J. Donald, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West, containing forty (40) acres. To John Edmond, The South half (½) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township no. Thirty (30) North, Range No. Ten (10) West, containing Eighty (80) acres. To Merinus D. Zwright, The East half (½) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres. To Elenor B. Sutliff The North West Quarter (¼) of the North East quarter (¼) of Section No. Fifteen (15) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing forty (40) acres. To Clarion A. Journane, The West fractional half (½) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Three (3) West, containing Two hundred Ninety Eight & $\frac{40}{100}$ ($298.\frac{40}{100}$) acres. To Julius Fedic, The South East quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Six (26) North, Range No. Twelve (12) West, containing Forty (40) acres. To Hans J. Skoin, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Three (23) North, Range No. Seven (7) West, containing Forty (40) acres. To Laurence Sourkeele, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing forty (40) acres. To Ed. Olson, The South East Quarter (¼) of the South West quarter (¼) of Section No. Fifteen (15) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Frank Catt. The North West quarter (¼) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Twelve (12) West containing One hundred and twenty (120) acres. To William Jahn, 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. Five (5) West, containing forty (40) acres. To Frank Goodrich, The South half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To William M. Hill, The East half (½) of the North 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 Hillshire R. Sherburne, Lots No. Three (3) and Four (4) in Block "H" in the Village of Rusk. To Matt Hinzig, The South half (½) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To David Heiner, The West half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Bernard Massey, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing Forty (40) acres. To Augustus Labree, 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. Five (5) West containing Forty (40) acres. To William H. Putnam, The East half (½) of the North West Quarter (¼) of Section No. One (1) in Township No. Eighteen (18) North, Range No. One (1) West, containing Eighty (80) acres. To Torbjorn Larson, The South half (½) of the South West quarter (¼) of Section No. Fifteen (15) in Township No. Twelve (12) West, containing Eighty (80) acres. To Joseph Hagen, The South West Quarter (¼)

of the South East quarter (¼) of Section No. Thirty five (35) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing forty (40) acres. To Lucien G. Thompson, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North of Range One (1) West, containing forty (40) acres. To Albert Dachel, The East half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range Number Ten (10) West, containing Eighty (80) acres. To Amelia P. Hatch, Lots No. Seven (7) and Eight (8) in Block "G" in the Village of Humbird, Wisconsin. To Eli Caturia, The South East quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing forty (40) acres. To Ole E. Ramsey, The East half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Eighty (80) acres. To John Miller, 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 (20) North, Range No. Three (3) West, containing Eighty (80) acres. To Lars Larson Vollom, The North East quarter (¼) of the North East quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty One (21) North of Range No. Six (6) West containing Forty (40) acres. To Isaac D. Alkire, The South East quarter (¼) of the North West quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West containing forty (40) acres. To Peter C. Sylte, The South West quarter (¼) of Section No. Twenty one (21) in Township No. Twenty One (21) North, Range No. Five (5) West, containing One hundred and sixty acres (160). To the Ideal Land and Loan Co, the South half (½) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing Eighty (80) acres. To Mathias J. Fremstad, 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. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To John Schutte, The South half (½) of the South East quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Liberato Cardavelli and Angelo Gudagliato, The North East Quarter (¼) of the North East Quarter (¼) and Lots No. Four (4) and Five (5) in Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Two (2) West, containing One Hundred Fifteen & 83/100 (115 83/100) acres. To Matt Anderson, The North Fractional half (½) of the North West quarter (¼) of Section No. Thirty One (31) in Township No. Twenty (20) North, Range No. Six (6) West, containing Seventy two & 56/100 (72 56/100) acres. To Chas Sonnenberg, The North East quarter (¼) of the North West quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. Six (6) West, containing Forty (40) acres. To August Kelling, The South East Quarter (¼) of the North West quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Seven (27) North, Range Twelve (12) West, containing Forty (40) acres. To Ralph P. Dickinson and Chas P. Barker, The North West Quarter (¼) of the South East quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing Forty (40) acres. To Michael Galster, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) and the East half (½) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing One Hundred & twenty (120) acres. To Joseph Dillis, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No Three (3) West, containing forty (40) acres. To Anders Masen, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. One (1) East, containing forty (40) acres. To Knut Elven, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing forty (40) acres. To John C. Dennieston, The East fractional half (½) of the North West quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing One hundred and twenty one & 31/100 (121 31/100) acres. To Charles C. Dean and Chauncy D. Dean, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing forty (40) acres. To James Lowe, The East half (½) of the North West quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To Ana Anderson, The North West quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One hundred and sixty acres (160). To William J. Gordon, Lots No. One (1) Two (2) and Three (3) and the North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing One hundred fifty eight & 65/100 (158 65/100) acres. To Amanda Green, The North West quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing forty (40) acres. To Emma A. Clark, Lots No. One (1) and Two (2) in Block "B" Village of Humbird Wisconsin. To Knut K. Koug, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty (20) North, Range No. Five (5) West, containing forty (40) acres. To Ole O. Lien, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty (20) North, Range No. Six (6) West, containing forty (40) acres. To Ole G. Bjerknes, The West half (½) of the North East quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Eleven (11) West and containing Eighty (80) acres. To Leonard Mayer, The North East Quarter of the South East Quarter of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North, Range No. Nine (9) West and containing forty (40) acres. To Herbert Hartman, The South East Quarter of the South East Quarter of Section No. Nineteen (19) in Township No. Twenty Three, North, Range No. Two (2) West, containing forty (40) acres. To Andrew H. Johnson, The South West (¼) Quarter of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Joseph Hurt, 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. Ten (10) West, containing forty (40) acres. To George Kiles, The South West Quarter (¼) of Section No. One (1) and the North half (½) of the South West Quarter (¼) of Section No. Fifteen (15) and 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. Twenty Three (23) all in Township No. Twenty Five (25) North, Range No. Three (3) West, and The South East Quarter (¼) of the North West Quarter (¼) and 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 Five (25) and the South half (½) of the South West quarter (¼) of Section No. Thirty Three (33) all in Township No. Twenty Six (26) North, Range No. Three (3) West, containing Five hundred and twenty (520) acres. To Price Manufacturing Company Limited, Lots No. Three (3) Four (4) and Five (5) and the South West quarter (¼) of the South West quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North, Range No. Five (5) West, containing One hundred twenty two & 70/100 (122 70/100) acres. To Ole Grothe, The North East quarter (¼) of the North East quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing forty (40) acres. To Ezra D. Pecone, The South West quarter (¼) of the North East quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Two (2) West, containing forty (40) acres. To Henry B. Coleman, The South East quarter (¼) of the North West quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Seven (7) West containing forty (40) acres. To George Felz, The North West quarter (¼) of the North East quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty four (24) North, Range No. Five (5) West, containing forty (40) acres. To Otis K. Hutchins, The East half (½) of the North West quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To John C. Spooner, The South West quarter (¼) of the North East quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Sixteen (16) West, containing forty (40) acres. To Lizzie Clark Hardy The North West fractional quarter (¼) of the North West quarter (¼) of Section No. One (1) and Lot No. Three (3) of Section No. One (1) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Eighty and 22/100 (80 22/100) acres. To John E. Glover, The South West 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. Thirty One (31) North, Range No. Thirteen (13) West, and the South West quarter (¼) of Section No. Nine (9) in Township No. Thirty (30) North, Range No. Thirteen (13) West, and 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. Thirty One (31) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, and 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. Nineteen (19) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Four hundred and Eighty (480) acres. To James F. Foote, The North West fractional quarter (¼) of the North West quarter (¼) of Section Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Twenty Eight & 47/100 (28 47/100) acres. To Benjamin E. Edwards, The South half (½) of the South West quarter (¼) of Section No. Thirteen (13) and the South West quarter (¼) of the North East quarter (¼) and 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. Twenty Three (23) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing Two hundred (200) acres. To Ole Christopherson, The South East quarter (¼) of the South West quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing forty (40) acres. To William L. Gibson, 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. Seven (7) West, containing forty (40) acres. To

John Ferch, 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. Eight (8) West, containing forty (40) acres. To Wm. A. Day, The East half (½) of the South West quarter (¼) of Section No. Twenty Three (23) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Henry Brinker, Lots No. Three (3) and Four (4) of Section No. Twenty Five (25) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Ninety six & 46/100 (96 46/100) acres. To Henry Realkenberg, The West half (½) of the South West quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Christian Rabet, The South East quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing forty (40) acres. To Andreas A. Restemoen, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. Six (6) West, containing forty (40) acres. To Frank Danginger, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Henry Hamisch, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing forty (40) acres. To Nicholas Gaden, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty four (24) North, Range No. Two (2) West, containing forty (40) acres. To Hilliam Beyer, The South West quarter (¼) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Four (24) North, Range Two (2) West, containing forty (40) acres. To Elias Vradenberg, Lots No. One (1) and Two (2) in Section No. One (1) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Seventy six & 52/100 (76 52/100) acres. To Gilford D. Gillett, The North East quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing forty (40) acres. To George H. Crandell, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing forty (40) acres. To Orley D. Sims, Lot No. Six (6) in Block "A" Village of Rumbird, Wisconsin. To Mary Mulverhill, 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. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Eighty (80) acres. To August Mittelstaedt, The South half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Hans Peter Hanson, The South East Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range No. One (1) East, except a strip of land One hundred (100) feet in width through over and across said described land, the said strip to be included within two lines each parallel with and distant (50) fifty feet from the center line of the Railway of the Princeton and Western Railway Company as the same is now located upon the said premises, containing One hundred and fifty four (154) acres. To Franklin Downer, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Two (22) North, Range No.

Five (5) West, containing forty (40) acres. To Joseph Herman, The South East Quarter (¼) of the North East quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing forty (40) acres. To John Andrews, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Eighteen (18) North, Range No. Four (4) West, containing forty (40) acres. To Lester Cole, Lots No. Five (5) Six (6) and Seven (7) in Block "D" in the Village of Humbird, Wisconsin, To Ole Oleson, Lots No. Six (6) and Seven (7) of Section No. One (1) in Township No. Twenty (20) North, Range No. Four (4) West, containing Eighty (80) acres. To W. C. Foster Lumber Co. The South fractional one half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Four (4) West, containing Seventy Eight $\frac{66}{100}$ (78 $\frac{66}{100}$) acres. To August Pracht, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To William J. Donald, The South West quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West containing forty (40) acres. To Eliza A. Rowan, The South half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. Three (3) West, containing Eighty (80) acres. To Lawrence E. Sloan, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Four (4) West, containing forty (40) acres. To John Huntly, The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Three (3) West, containing forty (40) acres. To George E. Randles and Ernest E. Randles, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To Joseph Richenbach, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To Christ Mueller, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Seven (7) West, containing forty (40) acres. To Carl Sell, The South East Quarter (¼) of the South West Quarter (¼) and the South half of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing One hundred and twenty (120) acres. To Christ Dierks, The South half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range No. One (1) East containing Eighty (80) acres. To John H. Brasington, The East half (½) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Sixteen (16) West, containing Eighty (80) acres. To William J. Donald, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. Two (2) West containing Forty (40) acres. To Polly C. Patton, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three, (33) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing forty (40) acres. To Ever M. Everson, The East half (½) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, (except three and $\frac{10}{100}$ (3 $\frac{10}{100}$) acres, deeded to Minnesota, St Croix and Wisconsin Railway company for right of way) containing Seventy six and ninety hundredths (76 $\frac{90}{100}$) acres. To Charles Clark, The South half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Seven (27) North, Range No. Sixteen (16) West, containing One hundred and twenty (120) acres. To John A. Beck, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Eighteen (18) North, Range No. Five (5) West, containing Eighty (80) acres. To Richard H. Chute, The South West Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North, Range No. Five (5) West, containing forty (40) acres. To The Ideal Land and Loan Co., The North half (½) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing One Hundred and sixty (160) acres. To Herman Kalkbrenner and Christian Kalkbrenner, The South half (½) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Sixteen (16) West, containing Eighty (80) acres. To Nils Pederson Moen, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing forty (40) acres. To Merle Peck, The North half (½) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range Thirteen (13) West, containing Eighty (80) acres. To Louisa Blado, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. Four (4) West, containing forty (40) acres. To Eli E. Hinch, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing forty (40) acres. To August Wolfgram, The South half (½) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To John Nissen, The South half (½) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To Matt Johannes, The South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing one hundred and sixty (160) acres. To John Stewart and Daniel Kennedy, Lot No. Five (5) in Section No. Twenty One (21) in Township No. Twenty Six (26) North, Range No. Two (2) West, containing fifty seven and $\frac{26}{100}$ (57 $\frac{26}{100}$) acres. To Carl Clemente, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing forty (40) acres. To Mrs. Agnette Madson, The South half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Eighty (80) acres. To William Linse, The South half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing (80) acres. To Simon C. F. Cobban, The North half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing One hundred and twenty (120) acres. To Ole Johnson Rod, The South East Quarter (¼) of the North East Quarter (¼)

of Section Nine (9) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing forty (40) acres. To Serianna Anderson, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing forty (40) acres. To Andrew Hitz, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Theodore Thomas, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty (30) North, Range No. Nine (9) West, containing forty (40) acres. To Ferdinand Bahr, The East fractional half (½) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Three (3) West, (except one square acre in the North East corner of N. E. ¼ of N. E. ¼ deded for School purposes,) containing Eighty six and 39/100 (86 39/100) acres. To Mary J. Barnes, The North half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. One (1) West, containing Eighty (80) acres. To Hans A. Berg, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing forty (40) acres. To William Shurtz, The East half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Oliver Larson, The South half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Eighteen (18) North, Range No. Four (4) West, containing Eighty (80) acres. To B. H. Williams, The Lot No. Three (3) of Section No. Twenty One (21) in Township No. Twenty Two (22) North, Range No. Three (3) West containing Twenty two & 15/100 (22 15/100) acres. To August Hasson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To William S. York, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing forty (40) acres. To George S. Freeman, The North West fractional Quarter (¼) of the North West quarter (¼) of Section No. Five (5) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty seven and 2/100 (47 2/100) acres. To John S. Goss, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing forty (40) acres. To the Downing Manufacturing Co. The South East Quarter (¼) of the North East Quarter (¼) and the South fractional half (½) of the North West Quarter (¼) and the North fractional half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) all in Section No. Nineteen (19) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing Four hundred one and 73/100 (401 73/100) acres. To Severt Running, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To Christian Melteon, The South West Quarter (¼) of Section No. Thirteen (13) in Township No. Eighteen (18) North, Range One (1) East, (except a strip of land (100) feet in width extending through, over and across the said premises, deeded to the Princeton and Western Railway Company for right of way,) containing One hundred and fifty-seven (157) acres. To Severt J. Monge, The East half (½) of the North, East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres. Oliver Olson, The East fractional half (½) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty six and 49/100 (86 49/100) acres. To Jeremiah J. Long, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, (except one acre in the North West corner deeded for school purposes,) containing thirty nine (39) acres. To Mrs. Augusta Withriem, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing forty (40) acres. To George F. Hamilton, The South West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Two (22) North Range No. Five (5) West, containing forty and 44/100 (40 44/100) acres. To C. H. Conrad, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing forty (40) acres. To Andrew Nilson, The North half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To Owen B. Vaughn, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Forty (40) acres. To George Peterson, The South half (½) of Section No. Nine (9) in Township No. Twenty One (21) North, Range No. Three (3) West, containing Three hundred and twenty (320) acres. To Philip Steiber, The North East Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. Two (2) West, (except one acre deeded for school purposes in the South West corner of the South West Quarter (¼) of the North East Quarter (¼)) containing Two hundred and thirty nine (239) acres. To George H. Doane, The East half (½) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Ole B. Stone, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing forty (40) acres. To George K. Whitney, The North half (½) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Two (22) North, No. Four (4) West, (except One hundred feet in width reserved for Right of way,) containing Eighty (80) acres. To Orpha M. Hinch, The North fractional half (½) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing Seventy six and Eighty six hundredths (76 86/100) acres. To Eli E. Hinch, The North East Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing one hundred and twenty (120) acres. To John Bauch, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing Forty (40) acres. To Kaspar Mark, The North West fractional Quarter (¼) of the North West Quarter (¼) and the South East Quar-

ter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing Seventy five and 75/100 (75 75/100) acres. To Alexander Hyslop, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing forty (40) acres. To Frank J. McLean, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Six (26) North Range No. Twelve (12) West (except a strip of land one hundred feet (100) in width extending through over and across the said described land deeded to Chippewa Valley and Superior Railway Company for Right of Way,) containing Thirty Seven & 45/100 (37 45/100) acres. To Thomas D. Van Schaick, The Undivided one half of East half of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Two (22) North, Range No. Three (3) West, containing forty (40) acres. To Hugh H. Price and E. B. Lewis, The Undivided one half (½) of the East half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Two (22) North, Range No. Three (3) West, containing forty (40) acres. To Fred F. Bublitz, The North fractional half (½) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, of Range No. Thirteen (13) West, containing one hundred ten & 40/100 (110 40/100) acres. To H. A. Barber and Frank G. Warren, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty One (21) in Township No. Nineteen (19) North, Range No. One (1) East containing forty (40) acres. To Merinus G. Zwight, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Two (22) North, Range No. Three (3) West, Except a strip of land one hundred (100) feet in width extending through over and across said described land deeded to Green Bay, Winona and St Paul Railway Company for Right of Way,) containing forty (40) acres. To Knut Jenson, The South East Quarter (¼) of Section No. Three (3) in Township No. Thirty (30) North, Range Twelve (12) West, containing one hundred and sixty (160) acres. To Nancy E. Dean, The North East Quarter (¼) of the North East Quarter (¼) and the West half of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty One (31) North, Range No. Eleven (11) West, containing one hundred and twenty (120) acres. To Charles Kiesner, The East half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West containing Eighty (80) acres. To John Dougherty, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Three (3) West, containing (40) acres. To Mortimer Newell, The West half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fifteen (15) West, containing Eighty (80) acres. To Andrew O. Johnson, The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Eighty (80) acres. To Hugh B. Mills, The North East fractional Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Nineteen (19) North, Range No. Three (3) West containing forty Nine & 70/100 (49 70/100) acres. To Orlo Robinson, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Six (6) West, containing forty (40) acres. To John Specht and Edward Specht, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty One (21) North, Range No. Two (2) West and the North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North Range No. One (1) West, containing Eighty four (84) acres. To James A. Green, The West half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing Eighty (80) acres. To N. J. Goddard, The North half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, and the North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing two hundred (200) acres. To L. G. Thompson, The North East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. One (1) West, containing Eighty (80) acres. To Alfred G. Davis, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To Frederick Porth, The South East Quarter (¼) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No Nine (9) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing one hundred and twenty (120) acres. To Martin Peterson, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Nine (9) West, containing forty (40) acres. To Henry Carbino, Lot No. Five (5) in Block "6" Railway addition to the Village of Humbird, Wisconsin, To William Wright; The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To Joseph Kohler The South half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing one hundred and twenty (120) acres. To F. H. and C. H. Strasburg, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing forty (40) acres. To Nicholas Koch, The Lots No. Twenty Three (23) and Twenty Four (24) in Block "E" Railway Plat of the Village of Rusk, Wisconsin, To Frank Caturia, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing forty (40) acres. To Jacob Gobeli, The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Julius Pollack, The North West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Eighteen (18) North, Range No. Three (3) West, containing forty & 20/100 (40 20/100) acres. To Christian Pabst, The North West Quarter (¼)

of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range Eleven (11) West, containing forty (40) acres. To William Linse, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing forty (40) acres. To Ole Carlson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Ebert Olson, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To George Bodett, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing forty (40) acres. To Alfred Oppreanson, 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. Nine (9) West and the South East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Six (26) North Range No. Nine (9) West, containing Eighty (80) acres. To Henry Kuhnert, and August Rugotzke, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Six (6) West, and containing forty (40) acres. To Andreas Braaten, The North 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 Joseph Richenbeck, The South half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To Ole Gullikson The North West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing forty (40) acres. To Valentine Muller, The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Nine (29) North, Range No. Nine (9) West, containing thirty two and 74/100 (32 74/100) acres. To John J. Irvine, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Bent Hanson, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Charles A. Knight, the North West Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North Range No. Fourteen (14) West, containing forty three & 09/100 (43 09/100) acres. To Hans O. Lunde, The West fractional half (½) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty & 10/100 (86 10/100) acres. To Christ Sandberg, The South half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No. Six (6) West containing Eighty (80) acres. To Peter Londo, The North half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Michael Deutsch, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23)

in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing forty (40) acres. To Joseph Morley, The North West Quarter (¼) of the South West Quarter (¼) and the South half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Three (23) North Range No. Two (2) West, containing one hundred and twenty (120) acres. To Konrad J. Bergseth, Lots No. Two (2) Three (3) and Four (4) of Section No. Three (3) in Township No. Twenty (20) North, Range No. Six (6) West, containing one hundred thirty & 00/100 (130 00/100) acres. To Gilbert Gilbertson, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty (20) North, Range No. Three (3) West, containing forty (40) acres. To Hattie A. Tiffany, The East half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing one hundred and twenty (120) acres. To T. M. Smith and John Johnson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing forty (40) acres. To Ferdinand Ziemann, Lots No. Ten (10) Eleven (11) and Twelve (12) in Block F. Railway addition to Fall Creek, Wisconsin. To August Risbow, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Albert Johnson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing forty and 14/100 (40 14/100) acres. To Carl Olson Eng, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township Twenty Eight (28) North, Range No. Ten (10) West, containing forty (40) acres. To Christian Frank, The South West quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing forty (40) acres. To H. H. Loury, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing forty (40) acres. To Henry Grammont, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing forty (40) acres. To Anna S. Dillevig, The West (½) half of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty One (21) North, Range No. One (1) West, containing Eighty (80) acres. To Ole S. Torgeson, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing forty (40) acres. To Fred Haaker, The West half (½) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty-Five (25) North, Range No. Eleven (11) West, containing (40) acres. To Phoebe Jessie, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Two (22) North, Range No. Four (4) West, and containing forty (40) acres. To Alfred Oppreanson, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range Six (6) West, containing forty nine & 05/100 (49 05/100) acres. To Henry F. Miller, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty

Five (35) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing forty (40) acres. To Theodore Engledinger, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing forty (40) acres. To John Lyness, The North fractional half (½) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty four ($84\frac{39}{100}$) acres. To Christ Hinger, The South half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Carl Schmidt, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing forty (40) acres. To Ole Christensen, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Peter Hanson, The North West Quarter (¼) of the South East Quarter (¼) and the West half (½) of the East half (½) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Engebredt Hulback, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To August and Dora Uneichert, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Four (4) West, containing forty (40) acres. To Thomas Mc Nulty, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To the Ideal Land and Loan Co. The North half (½) of the South East Quarter (¼) of Section No. Three (3) in Township No. Twenty Six (26) North, Range No. Nine (9) West, containing Eighty (80) acres. To Elizabeth Bryant, The North West Quarter (¼) of the North West Quarter (¼) of ~~Section No.~~ Section No. One (1) in Township No. Twenty ~~Six~~ (26) North, Range No. Fourteen (14) West, containing forty two and $\frac{78}{100}$ ($42\frac{78}{100}$) acres. To Eskel O. Rastad, The West half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range Thirteen (13) West, containing Eighty (80) acres. To Simon O. Overby, The South half (½) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres. To William Huntley, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, of Range No. Two (2) West, containing forty (40) acres. To Niels Christian Sorenson, The North half (½) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Nineteen (19) North, Range No. One (1) West containing Eighty (40) acres. To the Ideal Land and Loan Company, The South half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Nine (9) West, and the East half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) and the South East Quarter of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Nine (9) West, and the North West Quarter

(¼) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing Six hundred and forty (640) acres. To Christopher Halverson, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty One (21) North, Range No. Six (6) West containing forty (40) acres. To Fredrick Martin, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing forty (40) acres. To Clark Manufacturing Co. The North half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty One (31) North, Range Fourteen (14) West, containing Eighty (80) acres. To Edward Mills, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty (20) North, Range No. Three (3) West, containing forty (40) acres. To Jacob J. Emma, The South half (½) of the North West Quarter (¼) and the West half (½) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing one hundred and sixty (160) acres. To Jacob Bleecotcheck, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Thirty (30) North, Range No. Ten (10) West, containing forty (40) acres. To Frank Balch, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing forty (40) acres. To James A. Steele, The North West Quarter (¼) of the North East Quarter (¼) (Except one square acre in the North West corner) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. One (1) East, containing Seventy nine (79) acres. To Edmund Butler, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing forty (40) acres. To William Orfgan, The South half (½) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Bridget Keeler, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, containing forty (40) acres. To James M. Vincent, The North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Five (5) West, containing one hundred and sixty (160) acres. To Andrew Hartman, The North half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Eighty (80) acres. To Thomas Hulback, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To Charles E. Mills, The South half (½) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres. To Gottfried Buss. The South half (½) of the North West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To George K. Whitney, The South West Quarter (¼) of the South East Quarter (¼) of Section

No. Thirty Five (35) in Township No. Twenty Three (23) North, Range No. Four (4) West, and the South East Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing Eighty (80) acres. To Charles Bortman, The South half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To H. A. Anderson, The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West containing Eighty (80) acres. To Nels Hold, The South half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Frank B. Adams and William S. Adams, The West half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Nine (9) West, containing Eighty (80) acres. To Joseph Pickler, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Isadore G. Carr, The South East Quarter (¼) of the North East Quarter (¼) and the East half (½) of the South East Quarter of Section No. Twenty Nine (29) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing one hundred and twenty (120) acres. To Peter N. Johnson, The South half (½) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty (20) North, Range No. Six (6) West, containing Eighty (80) acres. To Charles Frank, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Six (26) North, Range No. Thirteen (13) West, containing forty (40) acres. To Thomas E. Thompson, The South East Quarter (¼) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing One hundred and twenty (120) acres. To John S. Owen, The West half (½) and the North half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing four hundred and forty (440) acres. To Andrew N. Hollen, The East half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Three (23) North, Range No. Five (5) West, and containing Eighty (80) acres. To Louis Soren, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) and the East half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Seven (27) North, Range No. Eight (8) West, containing one hundred and sixty (160) acres. To Mary Campbell, Lots No. One (1) and Two (2) in Block 4 of Railway Addition to the Village of Humbird, Wisconsin. To Kate Geyer, The South half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing One hundred and twenty (120) acres. To Margareth Trainor, The South half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing Seventy Nine and 12/100 (79 12/100) acres. To Darius A. Goodyear, and Charles A. Goodyear, The South East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty (20) North, Range No. Two (2) West, containing forty (40) acres. To Frank Kelly, 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. Thirteen (13) West, containing forty (40) acres. To Matthias Harshman, The South half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Eleven (11) West, and containing Eighty (80) acres. To Charles E. Leteon, The South half (½) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty (80) acres. To Knute Thompson, Lots No. Five (5) and Six (6) of Section No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing one hundred sixteen and 45/100 (116 45/100) acres. To Lillie F. Kidd, The West half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing Sixty Seven and 37/100 (67 37/100) acres. To Hans S. Ronnig, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Nels Shambo, The South half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Wilhelm Steinke, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing forty (40) acres. To DeWitt C. Topping, The West half (½) of the North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Chris. Sorenson, 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. Eleven (11) in Township No. Twenty Four (24) North, Range No. Six (6) West, containing Eighty (80) acres. To Charles Drescher, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range No. One (1) West, containing forty (40) acres. To P. D. Presher, J. F. Sears and E. S. Samson, The East half (½) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Three (23) North, Range No. Two (2) West containing Eighty (80) acres. To William Fleming, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Fifteen (15) West, containing Eighty (80) acres. To Ideal Land and Loan Company, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing forty (40) acres. To P. D. Presher, J. F. Sears and E. S. Samson, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Three North, Range No. Two (2) West, containing forty (40) acres. To Frederick Muermann, The East half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. One (1) East, containing Eighty (80) acres. To John Devine, The East half (½) of the North

East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Five (5) West, containing eighty (80) acres. To Ole Christenson The North West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Gottlieb Faggi, The West half (½) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Conrad Burnett, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Eighteen (18) North, Range No. Four (4) West, containing forty (40) acres. To Joseph Morley, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty (20) North, Range No. Two (2) West containing forty (40) acres. To Carl Crambo, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing forty (40) acres. To Einer Olson, The West half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty (20) North, Range Six (6) West, containing Eighty (80) acres. To Alexander Heyolop, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Three (3) West, containing forty (40) acres. To William B. Naylor, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Eighteen (18) North, Range No. One (1) East, containing fifty four and 2/100 (54 2/100) acres. To Samuel H. Naylor, The North half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing Eighty (80) acres. To Joseph Morley, The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres. To Richard Lynch, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing forty (40) acres. To Harris J. Baldwin, The South half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Hans E. Olson The North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty (20) North, Range No. Six (6) West, containing one hundred and sixty (160) acres. To James Wakefield, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, containing forty (40) acres. To James Duxberry, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing forty (40) acres. To George A. Yates, 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) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Eighty (40) acres. To Downing Manufacturing Company, The South Half (½) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Edward M. Doughty, The South West

Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West, (except one (1) acre in the North West corner) containing thirty Nine (39) acres. To John O. Dybdahl, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To Anna M. Olson, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty One (21) North, Range No. Five (5) West, containing forty (40) acres. To Bore A. Aleth, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing forty four & 44/100 (44 44/100) acres. To Christ Nelson, The North half (½) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. One (1) East, containing Eighty (80) acres. To Claus Thintjen, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Six (6) West, containing forty (40) acres. To Frang Deinhammer, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Seven (27) North, Range No. Seven (7) West, containing forty (40) acres. To Hans Anderson Krogner, 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. Three (3) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing Eighty and 69/100 (80 69/100) acres. To John H. Fylm, The East half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing Eighty (80) acres. To Adolph Gent, The East half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Nineteen (19) North, Range No. Four (4) West, containing Eighty (80) acres. To Joseph Tecumseh, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Six (26) North, Range Fourteen (14) West, containing forty (40) acres. To William Arens, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty One (31) North, Range No. Twelve (12) West, containing forty (40) acres. To Hans Olson Helle, 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. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To William Albert Marth, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Four (24) North, Range No. Two (2) West, containing forty two & 57/100 (42 57/100) acres. To Peter P. Grandlund, The South fractional half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty One (21) North, Range No. Six (6) West, containing Eighty six & 1/100 (86 1/100) acres. To Ferdinand Fleischauer, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Jane Jeffers, The West half (½) of the North West Quarter (¼) of Section No. Three (3) in Township No. Eighteen (18) North, Range No. Three (3) West, containing sixty six & 67/100 (66 67/100) acres. To Nels Olson, The East half (½) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing eighty (80) acres. To George M. Hovlid and Math Hovlid, The West half (½)

of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Christian A. Isaac-tad, The North half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Ideal Land and Loan Company, The West half (½) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing Eighty nine and 0/100 (89 0/100) acres, and West half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing Eighty (80) acres, and the South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing forty (40) acres, and the North East Quarter, and the East half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) all of Section No. Three (3) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing three hundred ninety eight & 62/100 (398 62/100) acres, and the East half (½) of the North West Quarter (¼) and the North East Quarter (¼) and the North half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing three hundred and twenty (320) acres, and the North East Quarter (¼) of the North West Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing Eighty (80) acres. and the North West Quarter (¼) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing one hundred and sixty (160) acres, and the North half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing one hundred nineteen & 52/100 (119 52/100) acres, and the East half (½) of the North East Quarter (¼) and the North West Quarter (¼) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and the East half (½) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing three hundred and twenty (320) acres, and The West half (½) and the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Ten (10) West, containing four hundred and eighty (480) acres, and the North East Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and the North half (½) of the South West Quarter and the South East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) all of Section No. Five (5) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing four hundred forty two and 54/100 (442 54/100) acres, and The North half (½) and 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) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing four hundred and forty (440) acres, and the South half (½) and the North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and the South half (½) of the South West quarter (¼) all of Section No. Eleven (11) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing five hundred and twenty (520) acres, and The South half (½) of the North East Quarter (¼) and the North West Quarter (¼) and the South half (½) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing five hundred and sixty (560) acres, and the North West quarter (¼) of the North East Quarter (¼) and the East half (½) of the North West Quarter (¼) and the South half (½) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing four hundred and forty (440) acres, and The South half (½) of the North East Quarter (¼) and the West half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing three hundred twenty two & 36/100 (322 36/100) acres, and The East half (½) and the North half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing four hundred and Eighty (480) acres. The North East Quarter (¼) and the West half (½) of the North West Quarter (¼) and the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing four hundred and Eighty (480) acres, and The North half (½) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing three hundred and twenty (320) acres, and The North West Quarter (¼) and the North half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range Ten (10) West, containing two hundred forty three and 24/100 (243 24/100) acres. The North half (½) and the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) (except one (1) acre in the North West corner) all of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range Ten (10) West, containing five hundred and fifty nine (559) acres, and The North half (½) and the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Thirty Five in Township No. Twenty Five (25) North, Range No. Ten (10) West, containing five hundred and sixty (560) acres, and The South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing one hundred and sixty (160) acres, and The South half (½) of the North West Quarter (¼) and the East half (½) of the South West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing one hundred and sixty (160) acres, and The South half (½) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Ten (10) West, containing Eighty (80) acres. The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Ten (10) West,

containing forty (40) acres; The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Ten (10) West, containing forty (40) acres. The North West fractional Quarter (¼) and the South half (½) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing four hundred Eighty six and 24/100 (486 24/100) acres. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Five (25) North, Range Five (5) West, containing forty three & 92/100 (43 92/100) acres. The North half (½) of the North East Quarter (¼) and the South East Quarter of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing one hundred and twenty (120) acres. The North West Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter, and the North half (½) of the South East Quarter (¼) and the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing two hundred and eighty (280) acres, and The East half (½) of the North East Quarter (¼) and West half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing one hundred and sixty (160) acres. The South half (½) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing one hundred and sixty three and 95/100 (63 95/100) acres, and The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing three hundred and sixty (360) acres, and The South West Quarter (¼) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range Five (5) West, containing two hundred and Eighty (280) acres, and the South half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing one hundred and twenty (120) acres, and The North West Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing two hundred and Eighty (280) acres and The West half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing one hundred sixty three & 23/100 (163 23/100) acres, and The South East Quarter (¼)

of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Five (5) West, containing forty (40) acres, and The North East Quarter (¼) of the North East Quarter (¼) of Section No. One (1) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing forty two & 54/100 (42 54/100) acres, and The North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing one hundred and sixty (160) acres, and the North half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing one hundred and twenty (120) acres, and the South East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing one hundred and sixty (160) acres, and the West half (½) of the North East Quarter (¼) and the East half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Twenty Nine (29) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing three hundred and twenty (320) acres, and the West half (½) of the North East Quarter (¼) and the East (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing one hundred and sixty (160) acres, and the West half (½) of the North West Quarter (¼) and the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Six (6) West, containing two hundred and forty (240) acres. The West half (½) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the East half (½) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing three hundred and sixty (360) acres, and the West half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing two hundred and forty (240) acres, and the West half (½) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Seven (7) West, containing three hundred and twenty (320) acres, and the North half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Five (25) North, Range No. Eight (8) West, containing seventy six & 27/100 (76 27/100) acres, and the North half (½) of the South West Quarter (¼) and 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. Eight (8) West, containing one hundred and twenty (120) acres. The North West 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 Thirty Eight & 07/100 (38 07/100) acres, and The South West Quarter (¼) of the South East Quarter (¼) and the South half (½) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Five (25) North, Range No. Nine (9)

West, containing one hundred and twenty (120) acres, and The North East Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) and the West half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing three hundred and twenty (320) acres, and The West half (½) of the North West Quarter (¼) and the West half (½) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing one hundred sixty and 95/100 (160 95/100) acres. The North East Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) and the East half (½) of the South West Quarter (¼) and 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 Five (35) in Township No. Twenty Five (25) North, Range No. Nine (9) West, containing three hundred and twenty (320) acres, and The North West Quarter (¼) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Six (26) North, Range No. Eight (8) West, containing forty (40) acres. The South West Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North West Quarter (¼) and 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. One (1) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing two hundred and forty (240) acres, and The North half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Seven (27) North, Range No. Nine (9) West, containing Eighty (80) acres. The North East Quarter (¼) of the North East Quarter (¼) and the West half (½) of the North East Quarter (¼) and the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) and the South half (½) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Three (23) North, Range No. Eleven (11) West, containing five hundred twenty one and 72/100 (521 72/100) acres. The South 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 Three (23) North, Range No. Eleven (11) West, containing Eighty (80) acres, and The North half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Three (23) North, Range No. Eleven (11) West, containing Eighty (80) acres. The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) and the South half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing two hundred and forty (240) acres. The North half (½) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing Eighty (80) acres, and The North West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Four (24) North, Range Eleven (11) West, containing one hundred and twenty (120) acres, and The South West Quarter of the North West Quarter (¼)

and the North half (½) of the South West Quarter (¼) and the South East Quarter of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing two hundred (200) acres, and The North East Quarter (¼) of the South East Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing one hundred and twenty (120) acres. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing forty (40) acres, and The West half (½) of the North West Quarter (¼) and the West half (½) of the South West Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing two hundred and forty (240) acres, and The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) and the South half of the South West Quarter (¼) and the South half of the South West Quarter (¼) and the South half of the South East Quarter of Section No. Twenty Nine (29) in Township No. Twenty Four (24) North, Range No. Eleven (11) West containing two hundred and forty (240) acres. The North East Quarter (¼) of the North East Quarter (¼) and the South half (½) of the North East Quarter (¼) and the South West Quarter of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing two hundred eighty six and 29/100 (286 29/100) acres, and The North West Quarter, and the West half (½) of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing four hundred (400) acres, and The North East Quarter (¼) and the East half (½) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Eleven (11) West, containing three hundred and sixty (360) acres. To Sam Sorenson, The South 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, containing forty (40) acres. To Ole C. Langberg, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing thirty two & 88/100 (32 88/100) acres. To Frank Johnson, The South half (½) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To William Bringire, The East half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Wilhelm Peter, The North half (½) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Ole C. Mankstad, The North half (½) of the South East Quarter (¼) of Section No. Thirty One (31) in Township

No. Thirty (30) North, Range No Eleven (11) West, containing Eighty (80) acres. To Erastus Higgins, The South West 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 54/100 (47 54/100) acres. To William P. Beardsley, The East half (½) of the East half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing forty (40) acres. To William E. Smith, The West half (½) of the East half (½) of the North West Quarter (¼) of Section Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Fourteen (14) West, containing forty (40) acres. To F. G. and E. A. Stanley, Lot No. Two (2) in Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Eight (8) West, containing twenty seven & 83/100 (27 83/100) acres. To George H. Smith, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing forty (40) acres. To Joseph Radtke, The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Eighty (80) acres. To David Wood, The South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Three (23) North, Range No. Three (3) West, and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres. To John Bensch, The North half (½) of the North East Quarter (¼) and the North half (½) of the South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing one hundred (100) acres. To Andreas Bensch, The South half (½) of the South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Ten (10) West, containing twenty (20) acres. To Frank Moser, The North half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Six (26) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Ideal Land and Loan Co. The South half (½) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Three (23) North, Range No. Seven (7) West, containing Eighty (80) acres. To William D. Reynolds, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Fifteen (15) in Township No. Nineteen (19) North, Range No. One (1) East, containing forty (40) acres. To John Neelon, The South West Quarter (¼) of the North East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Nineteen (19) North, Range No. Two (2) West, containing Eighty (80) acres. To Jacob M. Olson, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing forty (40) acres, containing in the aggregate Forty Three Thousand Six Hundred Eighty Two & 15/100 (43,682 15/100) 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
Charles Edgar Mills
Richard H. Williams.

Walter Edwards.
Trustee

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

——— On the thirtieth day of August, A. D. 1894, 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, Walter Edwards 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. ——

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin, in New York 115 Broadway N. Y. City.

Charles Edgar Mills a Commissioner for Wisconsin in the State & City of New York

State of Wisconsin, } ss.
Department of State. }

——— Received this 17th. day of September A. D. 1894, and recorded in Vol. 10, of R. R. Mtgs. and Trust Deeds on pages 122-123 inc. ——

T. B. Leonard,
Asst. Secretary of State.

Chicago St Paul & Minneapolis Railway Company.

Deed of Release for 1893.

This Indenture made this 30th day of August in the year of our Lord one thousand Eight hundred and ninety four between Walter Edwards of the State of New York party of the first part, and Claudia Kewin, Johanna Peterson, Ada M. Prindle, Samuel Thompson, Andrew J. Cushing, Mrs. Elizabeth Dassfuer, Mads Johnson, John H. Pilver, Alfred Oppreansen, Andrew K. Hollen, Wilson Van Horn, Elizabeth Andrews, Michael Sawelko, Christiana Cooper, Anna R. Stubbe, Theodore Filty, Cadwallader J. Wiltse, Joseph Jeobo, William Williams R. Atkins, Lincoln Satterlee, William J. Best, Levi Tegarden, Ellen Claflin, Christian M. Madson, Wallace Rockwell, Ideal Land & Loan Co. Louis Bauer, Mrs. Johannah Holstad, Frank Lehmann, Geo. M. Rassbach, Christoph Dohr, Andreas Erickson, Robert Kraft, Reinolds H. Knapp, Phil Fox, John Benson, Andrew Framy, Duncan G. McKay, John H. Dahl, Alphonse Foutant, Nels O. Erickson, George A. Butterfield, Minnie P. Boreson, John Vrishaffel, Simon Simonson, William F. Rowan, Christian Arneson Jr. Neri Johnson, Albert Erickson, Syver Gunderson, James F. Mitchell, Aderian Galster, Hadvor Johnson, John S. Owen, Charles Nelson, Hans Olson Helle, Emmd S. Bergseth, Hermann Vittrien, Osman A. Oakland, Robert Olson, Chris Holatt, Dawson Wood, Patrick Roan, David Wood, John Hoem, Henry H. Gebhardt, Thomas B. Sutliff, George A. Gilman, Fred H. Pulling, Gaudy A. Olson, Joseph Schumacher, Anna Lofstrum, Jens Nelson, Dorsey Newcomb, Jacob Jennesen, Agnes McGregor, Alex Hyslop, Josef Blashacek, John H. McCrillis, Henry H. Reed, William Eckler, Charles S. Graves, Edward Van Vic, Sivert Steen, John Andersonlund, Alfred Johnson, August Heller, Charles Mansur, Helmer Gartlund, Emily Best, John M. Anderson, Alexander Webb, Alvin M. Shipman, Orville Cody, Ole Olson, James Hewitt, John Wagner, Ferdinand Bahr, Gunder A. Berg, S. L. Plummer, Elizabeth Zahrte, Charles E. Burnett, Charles H. Bass, Erick Lien, Fred Schober, Edward A. Garrington, Peder E. Herried, Martin Germanson, Ole S. Sater, August Krueger, David G. Douglas, Peter Gierseth, H. A. Barber, F. G. Warren, Charles M. Brooks, Hans M. Peterson, Charles H. Carpenter, Mrs. Martha T. Hanson, William L. Davis, Karine Christianson, Benjamin Acker, Wallace Amens, Cornelius Olson, Ed Christiansen, Henry Clark, William S. Prindle, Julius Gunderson, Mrs. M. E. Olson, Henry Galster, Brignol Christopherson, G. E. Turkington, Joseph F. Barshaw, Bent Gilbertson, A. J. McGilvray, John E. Corey, Henry Meier, Danish Evangelical Lutheran St Peters Congregation, Town of Byron, Monroe County Wisconsin, Chippewa Lumber and Boom Company, and Gustave Stubbe 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 William H. Leonard, 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 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 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 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 Valston 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 William H. Leonard became and now are subject to the payment of the sums secured by the said two series of bonds. ——

Whereas also William H. Leonard, 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 Leonard 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 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 and by its successor the Chicago St. Paul Minneapolis and Omaha Railway Company to the said parties of the second part hereto. _____

_____ Whereas, said William H. Leonard Trustee as aforesaid has deceased and the said party of the first part hereto has been established as Trustee, _____

_____. Now Therefore this indenture witnesseth that the said party of the first part hereto in consideration of the sum of Twenty Three Thousand Three Hundred Twenty four & 2/100 ($23324 2/100) 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 Claudia Kewin, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Five (25) North, Range No. Eleven (11) West, containing forty (40) acres. To Johanne Peterson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range No. Nine (9) West, containing forty (40) acres. To Ida M. Prindle, The South 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, containing forty (40) acres. To Samuel Thompson, The West half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To Andrew J. Cushing, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Thirty (30) North, Range Fourteen (14) West, containing forty (40) acres. To Mrs. Elizabeth Kasper, The North half (½) of the South West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing sixty nine and 96/100 acres (69 96/100) To Mads Johnson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range No. One (1) East, containing forty (40) acres. To John H. Pulver, The North West fractional Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing thirty nine and 97/100 (39 97/100) acres. To Alfred Lypreansen, Lots No. Five (5) Six (6) Seven (7) Eight (8), Nine (9) and Ten (10) and the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty (20) North, Range No. Six (6) West, and the North East Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) in Township No. Twenty Three (23) North, Range No. Six (6) West, and 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. Thirty Three (33) in Township No. Twenty Four (24) North, Range Six (6) West, containing Six Hundred & 24/100 (600 24/100) acres. To Andrew N. Hollen, The North East Quarter (¼) of the South East Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing one hundred and twenty (120) acres. To Wilson Van Horn, The East half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Eighty (80) acres. To Elizabeth Andrews, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Eighteen (18) North, Range No. Four (4) West, containing forty (40) acres. To Michael Sawelko, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Christiana Cooper, The West half (½) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing Eighty (80) acres. To Anna R. Stubbe, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing forty (40) acres. To Theodore Filtz, The South half (½) of the North East Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing Eighty (80) acres. To Ludwallader J. Wilson, The West half (½) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing Eighty (80) acres. To Joseph Jobro, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To William R. Atkins, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Four (24) North, Range No. Three (3) West, containing forty (40) acres. To Lincoln Satterlee, The East half (½) of the North West Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Three (23) North, Range No. Two (2) West, containing Eighty (80) acres. To Wm. J. Best, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing forty (40) acres. To Levi Tegarden, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty one and 85/100 (41 85/100) acres. To Ellen Claflin, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Eighteen (18) North, Range No. One (1) East, containing forty (40) acres. To Christian M. Madson, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Nineteen (19) North, Range No. One (1) West,

(except one square acre in the S. E. corner) deeded for school purposes, containing thirty nine (39) acres. To Wallace Rockwell, The West half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Eighteen (18) North, Range No. Four (4) West containing one hundred and twenty (120) acres. The Ideal Land and Loan Co, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing forty (40) acres. To Louis Bauer, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Five (25) North, Range No. Twelve (12) West, containing forty (40) acres. To Mrs. Johannah Kolstad, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Twenty Eight (28) North, Range No. Thirteen (13) West, containing forty (40) acres. To Frank Lehmann, The South fractional half (½) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing Seventy and $\frac{25}{100}$ ($70\frac{25}{100}$) acres. To Alfred Lyfreansen, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, and the North fractional half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Three (23) North, Range No. Ten (10) West, containing one hundred twenty and $\frac{47}{100}$ ($120\frac{47}{100}$) acres. To Geo. M. Rassbach, 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. Twenty Five (25) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing Eighty (80) acres. To Christoph Dohr, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing forty (40) acres. To Andreas Erickson, The South East Quarter (¼) of the South East Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing forty (40) acres. To Robert Kraft, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing forty (40) acres. To Renolds H. Knapp, The South East Quarter (¼) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29) North, Range No. Fourteen (14) West, containing forty (40) acres. To Phil Fox, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing forty (40) acres. To John Benson, The North half (½) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing Eighty (80) acres. To Andrew Frany, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing forty (40) acres. Duncan G. McKay, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing forty (40) acres. To John N. Dahl, The Lots No. Seven (7) and Eight (8) in Section No. Thirty Five (35) in Township No. Nineteen (19) North, Range No. Six (6) West, containing Ninety and $\frac{05}{100}$ ($90\frac{05}{100}$) acres. To Alphonse Jouteant, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing forty (40) acres. To Nels O. Erickson, The North East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty One (21) North, Range No. Three (3) West, containing forty (40) acres. To George A. Butterfield, The West fractional half (½) of the North West Quarter (¼) of Section No. Seven (7) in Township No. Twenty Nine (29) North, Range No. Twelve (12) West, containing sixty five and $\frac{34}{100}$ ($65\frac{34}{100}$) acres. To Minnie P. Boreson, The North half (½) of the North East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty One (21) North, Range No. Five (5) West, containing Eighty (80) acres. To Ideal Land and Loan Company, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing forty (40) acres. To John Heishaffel, The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Thirteen (13) West, containing forty (40) acres. To Simon Simonson, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Three (23) North, Range No. Six (6) West, containing forty (40) acres. To William F. Rowan, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. Three (3) West, containing forty (40) acres. To Christian Arneson, Jr., The North East Quarter (¼) of the North West Quarter (¼) of Section No. Nine (9) in Township No. Twenty Nine (29) North, Range No. Six (6) West, containing forty (40) acres. To Neri Johnson, Lots No. Ten (10) and Eleven (11) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing seventy three and $\frac{53}{100}$ ($73\frac{53}{100}$) acres. To Albert Erickson, and Syver Gunderson, Lot No. Twelve (12) of Section No. Three (3) in Township No. Thirty (30) North, Range No. Twelve (12) West, containing forty (40) acres. To James F Witchell, 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 Nine (29) North, Range No. Seven (7) West, containing Eighty (80) acres. To Aderian Galster, The West half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Two (22) North, Range No. Five (5) West, containing Eighty (80) acres. To Halvor Johnson, The West half (½) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Eighteen (18) North, Range One (1) East, containing Eighty (80) acres. To John S. Owen, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range No. Five (5) West, containing forty (40) acres. To Charles Nelson, The South half (½) of the North West Quarter and the North West

Quarter (¼) of the South West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Eight (28) North, Range No. Four (4) West, containing one hundred and twenty (120) acres. To Hans Olson Helle, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. Five (5) West, containing forty (40) acres. To Knud L. Bergseth, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty One (21) North, Range No. Five (5) West, containing forty (40) acres. To Herman Wittrien, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Four (24) North, Range No. Five (5) West, containing forty (40) acres. To Osman A. Oakland, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty (20) North, Range No. Six (6) West, containing forty (40) acres. To Robert Olson, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing forty (40) acres. To Chris Klatt, The South 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. To Dawson Wood, The North East Quarter (¼) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Six (26) North, Range No. Fourteen (14) West, containing forty (40) acres. To Patrick Ryan, The East half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Thirty (30) North, Range No. Eight (8) West, containing Eighty (80) acres. To David Wood, The South half (½) of the North East Quarter (¼) of Section No. Nine (9) in Township No. Twenty Two (22) North, Range One (1) West, containing Eighty (80) acres. To Ideal Land and Loan Company, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing forty (40) acres. To John Hoem, The South half (½) of the South East Quarter (¼) & the East half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Twenty One (21) North, Range No. Five (5) West, containing one hundred and sixty (160) acres. To Henry H. Gebhardt, The East half (½) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty One (21) North, Range No. Four (4) West, containing Eighty (80) acres. To Thomas C. Sutliff, The North West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Thirty (30) North, Range No. Fourteen (14) West, containing forty (40) acres. To Thomas C. Sutliff, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One (31) in Township No. Thirty One (31) North, Range No. Thirteen (13) West, containing forty (40) acres. To George A. Gilman, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Thirteen (13) in Township No. Twenty Eight (28) North, Range No. Seven (7) West, containing forty (40) acres. To Fred H. Pulling, The South East Quarter (¼) of the North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty (20) North, Range No. Two (2) West, containing forty (40) acres. To Sandy A. Olson, The South East

Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing forty (40) acres. To Joseph Schumacher, The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Eight (28) North, Range No. Eleven (11) West, containing eighty (80) acres. To Anna Lufstrum, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty Five (25) North, Range No. Fifteen (15) West, containing forty (40) acres. To Jens Nelson, Lots No. One (1) and Two (2) Block 6. Village of Elk Mound Wisconsin, To Dorsey Newcomb, The West half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Four (24) North, Range No. Twelve (12) West, containing Eighty (80) acres. To Jacob Tennesson, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing forty (40) acres. To Agnes McGregor, The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Thirty (30) North, Range Ten (10) West, containing forty (40) acres. To Alexander Hazelop, The West half (½) of the South East Quarter of Section No Nineteen (19) in Township No. Twenty (20) North, Range No. Three (3) West, containing Eighty (80) acres. To Jos. J Bleskacek, The South West Quarter (¼) of the North West Quarter of Section No. Nineteen (19) in Township No. Thirty (30) North, Range No. Nine (9) West, containing thirty five & 75/100 (35 75/100) acres. To John H. McGrillis, The South East quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Eighteen (18) North, Range No. One (1) East, containing forty (40) acres. To Henry H. Reed, The North East Quarter (¼) of the North West Quarter (¼) and the West half (½) of the North West Quarter (¼) and the West half (½) of the South West Quarter (¼) all of Section No. Twenty Three (23) in Township No. Twenty Seven (27) North, Range No. Twelve (12) West, containing two hundred (200) acres. To William Eckler, The South half (½) of the South East Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty Six (26) North, Range No. Six (6) West, containing eighty (80) acres. To Charles S. Graves, All of Section No. Thirty Five (35) in Township No. Twenty Four (24) North, Range No. Three (3) West, Excepting a strip of Land one hundred (100) feet in width extending through over and across the premises granted as aforesaid or any part thereof, said strip to be included within two lines, each parallel with and distant (50) feet from the centre line of the Railway of the said party of the first part as the same is now constructed and operated) containing six hundred and forty (640) acres. To Edward Van Dre, All of the North East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North, Range No. Twelve (12) West, (except a narrow strip on the West line thereof, lying within the platted limits of the Village of Rusk, also excepting a strip on the North side of said N. E. ¼ of S. W. ¼ extending from the North line thereof to a line south of and fifty (50) feet distant from the center

line of the Railway of the party of the first part as same is now located, construct-
ed and operated. Also all that part of the North West Quarter (¼) of the South West
Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Eight (28) North,
Range No. Twelve (12) West lying south of the plat of the Village of Rusk. Also
the following lots in the Village of Rusk to wit: Lots No. Five (5) Six (6) Seven (7) Eight
(8) Nine (9) Ten (10) Eleven (11) Twelve (12) Seventeen (17) Eighteen (18) Nineteen
(19) Twenty (20) Twenty One (21) Twenty Two (22) Twenty Three (23) and Twenty
Four (24) all in Block D and Lots No. Eighteen (18) Nineteen (19) Twenty (20)
Twenty One (21) and Twenty Two (22) in Block E and Lots No. Eighteen (18) Nine-
teen (19) Twenty (20) Twenty One (21) Twenty Two (22) and Twenty Three (23) in Block
F and all of Block G and Lots No. Five (5) Six (6) Nine (9) Ten (10) Eleven (11) Twelve
(12) Thirteen (13) Fourteen (14) Fifteen (15) and Sixteen (16) in Block H and Lots No. Three
(3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) Twelve (12)
Thirteen (13) Fourteen (14) Fifteen (15) and Sixteen (16) in Block I and all of Block J.
and all of Block L, containing forty four and $\frac{30}{100}$ (44 $\frac{30}{100}$) acres. To Sivert Steen,
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. Eleven (11) in Township No. Twenty Seven
(27) North, Range No. Thirteen (13) West, containing Eighty (80) acres. To John
Anderson Lund and Alfred Johnson, The North East Quarter of the South West
Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Four (24) North, Range
No. Six (6) West, and the North half (½) of the South East Quarter (¼) of Section No.
Fifteen (15) in Township No. Twenty Four (24) North, Range No. Six (6) West, contain-
ing one hundred and twenty (120) acres. To August Keller, The South East Quar-
ter (¼) of the North West Quarter (¼) of Section No. Twenty Seven (27) in Township
No. Eighteen (18) North, Range No. Five (5) West, containing forty (40) acres. To
Charles Mansur, The North West Quarter (¼) of the North West Quarter (¼) of Sec-
tion No. Fifteen (15) in Township No. Twenty Seven (27) North, Range No. Six (6)
West, containing forty (40) acres. To Helmer Gartlund, The North West Quar-
ter (¼) of the North East Quarter (¼) of Section No. Three (3) in Township No.
Twenty Nine (29) North, Range No Sixteen (16) West, containing forty & $\frac{98}{100}$ (40 $\frac{98}{100}$)
acres. To Emily Best, The East half (½) of the South West Quarter (¼) of Section No.
Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14)
West, containing Eighty (80) acres. To John M. Anderson, The South West Quarter
(¼) of the South West Quarter (¼) of Section No. Twenty Seven (27) in Township No.
Twenty Four (24) North, Range No. Six (6) West, containing forty (40) acres. To Alex-
ander Webb, The North East Quarter (¼) of the South West Quarter (¼) of Section
No. Thirty One (31) in Township No. Twenty Eight (28) North, Range Fourteen (14)
West containing forty (40) acres. To Alvin M. Shipman, The North East Quarter (¼)
of the South West Quarter (¼) of Section No. Five (5) in Township No. Twenty Nine (29)
North, Range No. Seven (7) West, containing forty (40) acres. To Orville Cody, The North
half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North East
Quarter (¼) of Section No. Thirty Five (35) in Township No. Nineteen (19) North, Range No. Four

(4) West, containing one hundred and twenty (120) acres. To Ole Olson, The North East Quarter
(¼) of the North West Quarter (¼) of Section No. Twenty Three (23) in Township No Twenty Four
(24) North of Range No. Six (6) West, containing forty (40) acres. To James Hewitt, 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. Six (6) West, containing forty (40) acres. To John Wagner,
The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Town-
ship No. Twenty Nine (29) North, Range No. Ten (10) West, containing forty (40) acres. To Ferdi-
nand Bahn, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty One
(31) in Township No. Twenty Six (26) North, Range No. Two (2) West, containing forty (40)
acres. To Gunder O. Berg, The South East Quarter (¼) of the South West Quarter (¼) of
Section No. Eleven (11) in Township No. Twenty Two (22) North, Range No. Six (6) West,
containing forty (40) acres. To J. L. Plummer, 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. Fourteen (14) West, containing forty (40) acres. To Elizabeth Zahrte, The
East half (½) of the South West Quarter (¼) of Section No. Seven (7) in Township No. Nine-
teen (19) North, Range No. One (1) West, containing Eighty (80) acres. To Charles E.
Burnett, The North East Quarter (¼) of the South East Quarter (¼) of Section No. Five
(5) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing
forty (40) acres. To Charles H. Bass, The North West Quarter (¼) of the North East
Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North,
Range No. One (1) West, containing forty (40) acres. To Erick Lien, The South
West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Town-
ship No. Twenty Three (23) North, Range No. Six (6) West, containing forty (40) acres.
To Fred Schober, The South West Quarter (¼) of the South West Quarter (¼) of Section
No. Twenty Seven (27) in Township No. Twenty Six (26) North, Range No. Fourteen
(14) West, containing forty (40) acres. To Edward A. Jarrington, The North East
Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township
No. Twenty Four (24) North, Range No. Thirteen (13) West, containing forty
(40) acres. To Peder E. Herried, The South West Quarter (¼) of the South East
Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty (20) North, Range
No. Six (6) West, containing forty (40) acres. To Ideal Land and Loan Company,
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. Eleven (11) in Township No. Twenty
Seven (27) North, Range No. Eight (8) West, containing one hundred and
twenty (120) acres. To Martin Germanson, The North fractional half (½) of the
North West Quarter (¼) of Section No. Nineteen (19) in Township No. Twenty Seven
(27) North, Range No. Thirteen (13) West, containing seventy & $\frac{25}{100}$ (70 $\frac{25}{100}$) acres.
To Ole S. Sater, The East half (½) of the North West Quarter (¼) of Section No.
Thirty Five (35) in Township No. Twenty Three (23) North, Range No. Six (6) West,
containing Eighty (80) acres. To August Kerneger, The West half (½) of the
North West Quarter (¼) of Section No. Nine (9) in Township No. Thirty (30) North,
Range No. Eleven (11) West, containing Eighty (80) acres. To David G. Douglas,

Lot No. Four (4) of Section No. One (1) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing twenty five & 4/100 (25 4/100) acres. To Peter Gierseth, The North half (½) of the North West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing Eighty (80) acres, and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing forty (40) acres. To H. A. Barber and F. G. Barren, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty One (21) in Township No. Nineteen (19) North, Range No. Two (2) West, containing forty (40) acres. To Charles M. Brooks, The North East Quarter (¼) of Section No. Twenty Three (23) in Township No. Eighteen (18) North, Range One (1) East, (except a strip of land one hundred (100) feet in width extending over and across said premises), deded to Princeton & Western Railway Co. for Right of Way, containing one hundred and fifty four (154) acres. To Hans M. Peterson, The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing forty (40) acres. To Charles H. Carpenter, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Six (26) North, Range No. Twelve (12) West containing forty (40) acres. To Mrs. Martha T. Hanson, The South West Quarter (¼) of the South West Quarter (¼) of Section No. One (1) in Township No. Twenty Seven (27) North, Range No. Thirteen (13) West, containing forty (40) acres. To William L. Davis, The South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty Two (22) North, Range No. Two (2) West, containing one hundred and sixty (160) acres. To Karine Christianson, The North half (½) of North West Quarter (¼) of Section No. Thirty Five (35) in Township No. Thirty (30) North, Range No. Eleven (11) West, containing Eighty (80) acres. To Benjamin Acker, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Nine (29) in Township No. Thirty One (31) North, Range No. Fourteen (14) West, containing forty (40) acres. To Wallace Amens, The South East Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. One (1) West, containing forty (40) acres. To Cornelius Olson; The South East Quarter (¼) of the South West Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty (20) North, Range No. Six (6) West containing forty (40) acres. To Ed Christiansen The South East Quarter (¼) of the North West Quarter of Section No. Nineteen (19) in Township No. Twenty Three (23) North, Range No. Five (5) West, containing forty (40) acres. To Henry Clark The North East Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty Two (22) North, Range No. Four (4) West, containing forty (40) acres. To William A. Prindle, The East half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Three (23) North, Range No. Four (4) West, containing Eighty (80) acres. To Julius Gunderson, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty four (24) North, Range No. Six (6) West, containing thirty eight & 75/100 (38 75/100) acres. To Mrs. M. E. Olson, Lot No. Three (3) of Section No. Twenty Nine (29) in Township No. Twenty Six (26) North, Range No. Twelve (12) West, excepting a strip heretofore conveyed to and occupied by the Chippewa Valley and Superior Ry. Co. for Right of way, containing twenty four and 88/100 (24 88/100) acres. To Henry Galster, The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Two (22) North, Range No. Five (5) West containing forty (40) acres. To Brignol Christopherson, 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. Thirteen (13) West, containing forty (40) acres. To G. E. Turkington, The North West Quarter (¼) of the South West Quarter (¼) of Section No. Nine (9) in Township No. Nineteen (19) North, Range No. Three (3) West, containing forty (40) acres. To Joseph F. Basham, The South half (½) of the North East Quarter (¼) of Section No. Thirty Three (33) in Township No. Twenty Five (25) North, Range No. Fourteen (14) West and containing Eighty (80) acres. To Bent Gilbertson, The South West Quarter (¼) of the North West Quarter (¼) of Section No. Five (5) in Township No. Twenty Two (22) North, Range No. Six (6) West, containing forty (40) acres. To A. J. McGilvray and J. H. McGraw, The North West Quarter (¼) of the North West Quarter (¼) of Section No. One (1) in Township No. Twenty Eight (28) North, Range No. Eight (8) West, containing forty and 99/100 (40 99/100) acres. To John E. Corey, The North West Quarter (¼) of the North East Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Eleven (11) West, containing forty (40) acres. To Henry Meier, The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty One (21) in Township No. Twenty (20) North, Range No. One (1) West, containing forty (40) acres. To Danish Evangelical Lutheran St Peters Congregation, Town of Byron Monroe County Wisconsin, The South East Quarter (¼) of the North East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. One (1) East, containing forty (40) acres. To Chippewa Lumber and Boom Company, The West fractional half (½) of the North West Quarter (¼) of Section No. Thirty One (31) in Township No. Twenty Nine (29) North, Range No. Seven (7) West, containing fifty eight & 52/100 (58 52/100) acres, and The South East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty Five (35) in Township No. Twenty Nine (29) North, Range Eight (8) West, containing forty (40) acres. and the South East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Five (25) in Township No. Twenty Nine (29) North, Range No. Eight (8) West, containing forty (40) acres. To Gustave Stubbe, The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty Seven (27) in Township No. Twenty Seven (27) North, Range No. Six (6) West, containing forty (40) acres.

and containing in the aggregate, nine thousand two hundred sixty four & 3/100 (9.264 3/100) 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 anywise 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 to set his hand and seal the day and year first above written. ——

In presence of
Charles Edgar Mills.
Richard K. Williams.

Walter Edwards.
Trustee.

———————————

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

——— On the thirtieth day of August, A. D. 1894, 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, Walter Edwards 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. ——————

Charles Edgar Mills.
Commissioner of Deeds for the State of Wisconsin in New York. No. 115 Broadway N. Y. City.

Charles Edgar Mills a Commissioner for Wisconsin in the State & City of New York

———————————

State of Wisconsin } ss.
Department of State }

——— Received this Seventeenth day of September A. D. 1894, and recorded in Vol. 10, of Railroad Mortgages and Trust Deeds on pages 31 to 166 inclusive. —

T. J. Cunningham
Secretary of State.

Milwaukee Bay View and Chicago Railroad Co.
to
The Merchants Loan and Trust Co.
Trust Deed.

This Indenture, made this thirtieth day of June A. D. 1894, between the Milwaukee Bay View and Chicago Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, and having an office in the City of Chicago, in said State of Illinois, hereinafter referred to as the Railroad Company, party of the first part, and The Merchants Loan and Trust Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, hereinafter referred to as the Trustee, party of the second part,

Witnesseth, That Whereas, the said party of the first part is a corporation duly created by and existing under the laws of the State of Wisconsin, and has constructed and now owns, maintains and operates certain lines of railroad, and

Whereas, the said Railroad Company has heretofore issued its mortgage notes, secured by a mortgage upon its property and franchises, to the amount of One Hundred Thousand Dollars ($100,000) and now proposes to pay or redeem and retire and cancel its said mortgage indebtedness, and is also further indebted upon certain unsecured accounts to the amount of about Thirty Thousand Dollars ($30,000); and

Whereas the said Railroad Company proposes to acquire from time to time, by construction, purchase, lease, or otherwise, such extensions and other lines of railway within and without the State of Illinois as the said Railroad Company is or may hereafter be authorized to construct, purchase, lease or otherwise acquire, and further proposes, for the operation of its road, to acquire additional equipment; and

Whereas, the said Railroad Company is authorized under the Laws of the State of Wisconsin, to borrow money on the credit of the corporation for corporate purposes, and to execute bonds therefor, and to secure the payment thereof, may pledge the property and income of the Railroad Company, and to issue bonds in lieu and in payment of any bonds of the Railroad Company outstanding, and is also authorized and empowered to mortgage the whole or any part of its property and franchises to secure money borrowed by it for the construction and operation of its road and to issue corporate bonds secured by mortgage or deed of trust; and

Whereas, the Board of Directors of the Railroad Company deeming the same necessary and expedient, did by resolution of all said Directors unanimously adopted, on the thirtieth day of June, A.D. 1894, resolve to borrow, in the name of and for and on behalf of the Railroad Company, sufficient money for the purposes aforesaid; to issue bonds of the Railroad Company therefor, and to secure the same by mortgage or deed of trust upon all the property, income and franchises hereinafter named, and adopted this instrument as such mortgage; and

Whereas, the said resolution of the said Board of Directors was duly author-

ized and approved by a unanimous vote of all the stockholders of said Railroad Company; and

Whereas, the Board of Directors of the said Railroad Company has authorized and directed its President and Secretary to execute and issue the said bonds, and to execute and deliver the said mortgage or deed of trust to the party of the second part herein, pursuant to the foregoing resolution, and for the purposes stated therein, and that each of said bonds is to be substantially in the words and figures following, subject only to the necessary variation as to the numbers thereof, each of said bonds being for the sum of Ten Thousand Dollars ($10,000), to wit:

United States of America.
State of Wisconsin.

No. $10,000.

Milwaukee, Bay View and Chicago Railroad Company.
First Mortgage Bond.

The Milwaukee, Bay View and Chicago Railroad Company a corporation duly organized and existing under the laws of the State of Wisconsin, and having an office in the City of Chicago in the State of Illinois,

For Value Received, hereby acknowledges itself to be indebted to the bearer of this bond, or if the bond be registered, to the registered holder thereof, in the sum of Ten Thousand Dollars ($10,000), which it hereby promises to pay, in lawful money of the United States of America, on the first day of July, A.D. 1914, at its office or agency in the City of Chicago, with interest thereon in the meantime, on and after the first day of July, A.D. 1894, in like lawful money, at the rate of six percentum per annum, payable semi-annually on the first day of January and July in each year, at said office or agency, upon presentation and surrender of the annexed coupons as they respectively become due according to the terms thereof. This bond is one of a series of coupon bonds of like amount, tenor and effect, and numbered consecutively from one (1) upward, issued and to be issued by the Milwaukee, Bay View and Chicago Railroad Company, or its successors, under and in accordance with the terms and conditions of the mortgage or deed of trust hereinafter mentioned, for the purpose of redeeming, purchasing or retiring its existing bonded and floating indebtedness, and equipping its railroad and appurtenances, and from time to time hereafter acquiring by construction or otherwise, extensions of and branches from said Railroad, and additional equipment and rolling stock therefor. The amount of said bonds authorized by said mortgage or deed of trust, is by the terms thereof, limited as follows:

First: One Hundred Thousand Dollars ($100,000) for purchasing or retiring the existing mortgage indebtedness of the Milwaukee, Bay View and Chicago Railroad Company.

Second: An additional amount of Thirty Thousand Dollars ($30,000) for the purpose of paying the existing floating indebtedness of said Railroad Company.

Third: An additional amount, not exceeding the actual cost to the said Railroad Company, of such further equipment or additions or extensions of its line, as it may from time to time hereafter make or acquire.

The payment of each and all of the bonds of said series, together with the interest thereon, without reference to the time when said bonds shall be actually issued, is secured by a mortgage or deed of trust, bearing date the thirtieth day of June A.D. 1894, duly executed by the Milwaukee Bay View and Chicago Railroad Company, conveying to The Merchants Loan and Trust Company, a corporation &c. of Chicago, as Trustee, all and singular the railroads and appurtenant property now owned or which may hereafter be acquired by the Railroad Company, as in said mortgage or deed of trust more particularly mentioned and described.

In case of default in the payment of interest, the principal of this bond may become due and payable before maturity, in the manner and with the effect and subject to the conditions provided in the trust deed securing payment of same.

The right is reserved by the Milwaukee, Bay View and Chicago Railroad Company to pay this bond prior to its maturity, on the first day of January or July, in any year, upon giving sixty days' previous notice in writing to said Trustee, or its successors in trust, and if this bond shall then be registered, to the registered holder thereof, and if this bond shall not then be registered, upon giving notice by publication as in said trust deed provided, of its intention to make such payment. Upon the date fixed for payment in said notice, interest upon this bond shall cease, and if this bond shall not be presented for payment pursuant to said notice at the said office or agency of the Milwaukee, Bay View and Chicago Railroad Company, payment of the amount then due hereon, with interest up to the date fixed in such notice, may, at the option of the Milwaukee, Bay View and Chicago Railroad Company, be made at any time thereafter to said Trustee, or to its successors in trust, for the use of the party or parties entitled thereto.

This bond shall not be valid until the Trustee's certificate endorsed hereon, shall have been duly executed by said Trustee.

In Witness Whereof, the Milwaukee, Bay View and Chicago Railroad Company has caused this obligation to be signed in its corporate name by its President, and to be attested by its Secretary, under its corporate seal, and has also caused the coupons hereto annexed to be authenticated by the fac simile signature of its Secretary, this thirtieth day of June, A.D. 1894.

Milwaukee, Bay View and Chicago Railroad Company.

By H. G. Brimson
President.

Corporate Seal.

Attest:
F. S. Keefe
Secretary.

And which said coupons annexed to said bonds are in form following

all others being similar, except as to the time of maturity and number of bond:

On the first day of January, A.D. 1895, the Milwaukee, Bay View and Chicago Railroad Company will pay to bearer Three Hundred Dollars ($300), at its office or agency in the City of Chicago, being six months' interest on its mortgage bond No. 1, provided said bond shall not have been paid prior to that date.

F. S. Keefe,
Secretary.

And the certificate of authentication endorsed upon said bond is in form as follows:

Trustee's Certificate

The undersigned, The Merchants Loan and Trust Company, of Chicago, Trustee, hereby certifies that this bond is one of a series of bonds numbered consecutively from one (1) upward, issued by the Milwaukee, Bay View and Chicago Railroad Company, referred to in a mortgage or deed of trust in said bond described, which mortgage or deed of trust has been duly executed and delivered, and this bond has been issued in accordance with the provisions of said mortgage or deed of trust.

The Merchants Loan and Trust Company,

By _____

All bonds to be issued hereunder shall be issued only by the sanction of The Merchants Loan and Trust Company, the party of the second part hereto, and under the following conditions, to wit:

The said The Merchants Loan and Trust Company shall, upon the execution and delivery and recording of this mortgage or deed of trust, and upon the request of the Board of Directors of the Milwaukee, Bay View and Chicago Railroad Company, certify said bonds to the amount of One Hundred Thousand Dollars ($100,000), and shall deliver same to the Railroad Company when it shall be made to appear to the satisfaction of said Trustee that the said existing mortgage indebtedness of said Railroad Company has been paid and discharged, and the mortgage securing the same shall have been by the Trustee therein released of record.

The said Trustee shall also deliver to said Railroad Company, bonds secured by this mortgage, to the amount of Thirty Thousand Dollars, ($30,000), upon satisfactory proof deposited with the Trustee, that existing floating indebtedness of the Railroad Company, shall have been to the amount above mentioned, actually paid by the Railroad Company.

Whenever the Railroad Company shall acquire by purchase or otherwise, any additions to its railway line or to its equipment, and such facts shall be made to appear to the Trustee herein by the affidavits of the President or a Vice President and the Chief Engineer of the Railroad Company, showing the actual cost to the Railroad Company of the property so acquired, and the location of the same, and upon the recording of its mortgages or deed of trust in the County in which any additional railroad or real property so acquired

shall be situate, the said Trustee shall, upon the request of the Board of Directors of the Railroad Company, certify and deliver to the Railroad Company, a further issue of bonds hereunder, at the rate of, but in no event exceeding the amount of actual expense incurred by the Railroad Company in the acquisition of such additional property.

If the Railroad Company shall hereafter consolidate its property and franchises, by sale or otherwise, with the property and franchises of any other railroad company or companies, the several parties to such consolidation may, by apt words expressed in the agreement, give to this indenture the force and effect of a mortgage conveying to the Trustee, above named, or its successors all of the railroads and appurtenant property of the several parties at the date of such agreement, and all railroads and appurtenant property which may be thereafter acquired by construction, or otherwise, by such consolidated company, to secure upon such terms or equality the bonds which may have then been issued hereunder by the Railroad Company, as well as all bonds which may be thereafter issued by such consolidated company, in substantial compliance with the provisions hereof. In case such agreement shall be made, bonds issued by such consolidated company shall be substantially in the form above set forth, but in the name of the consolidated company, and shall be executed under its corporate seal and attested by the signatures of its President and Secretary. It is the intent of this provision to invest such consolidated company with power to issue bonds for the purposes expressed, and subject to the conditions named in the mortgage or deed of trust, to the same extent as they could be issued by the Railroad Company if no such consolidation had been made, thereby giving to the holders of all bonds issued hereunder, whether by the Railroad Company, or its successors, equality of security.

It is the intent hereof, and it is hereby declared, that all the bonds to be issued as hereinbefore described, shall be equally and in all respects secured by these presents upon all the property hereinafter described, without preference priority or discrimination on account of and without reference to the time or times of the actual issue of said bonds, or any thereof.

Now, Therefore, in consideration of the premises, and in consideration of the sum of one dollar to it paid by the Trustee, the party of the second part aforesaid, the receipt whereof is hereby acknowledged,

This Indenture Witnesseth, That the Milwaukee, Bay View and Chicago Railroad Company party of the first part hereto, in order to secure the prompt payment of said bonds equally and alike, principal and interest, without preference or priority of any of the said bonds over any of the others thereof, by reason of a difference in the actual time of issue or negotiation thereof, or otherwise, and to establish the same as a lien upon the property hereinafter described, has granted, bargained, sold, assigned, set over, conveyed and aliened, and by these presents does grant, bargain, sell, assign, set over, convey and alien unto the said

party of the second part, its successors and assigns forever, all of the following described property, real, personal and mixed, viz: All and singular the main line of railroad of the Milwaukee, Bay View and Chicago Railroad Company, situate in the County of Milwaukee and State of Wisconsin, and also all railroads and railroad property which the Railroad Company may now own or may hereafter acquire or create, within or without the State of Wisconsin, by purchase, or otherwise, and including all additional tracks which the Railroad Company shall acquire by purchase, or otherwise, in whatever State the same may be situated, and all right of way, depot grounds and lands used in connection with the operation and maintenance of the said railroad or railroads, or any thereof, now owned by the Railroad Company, or hereafter in any wise to be by it acquired, and all side tracks, spur tracks connected with and appurtenant to the said railroad or railroads, or any thereof, and all bridges, viaducts, culverts, fences and other structures, and all depots, station houses, engine houses, car houses, freight houses, engine houses, car houses, freight houses, wood houses, coal houses, and other buildings; and all machine shops and other shops now held or acquired or hereafter to be erected, acquired or held by the Railroad Company, or its successors or assigns, or either of them, for use in connection with such railroad or railroads or any thereof, as it may hereafter acquire, within or without the State of Illinois, and including also, all locomotives, tenders, cars and other rolling stock and equipment of whatever name and nature, and all machinery, tools, implements, fuel, supplies and material for constructing, maintaining, operating, repairing and replacing the said railroad acquired, and to be acquired, as aforesaid, or any part thereof, including also all revenues, rates, tolls, as well as all money or income arising, or to arise, from said railroad, or other the premises hereinbefore expressed to be conveyed, or any of them, or any part thereof, also all corporate and other franchises, rights, privileges and immunities now owned, held and enjoyed by or conferred upon the Railroad Company, within or without the State of Illinois, connected with or relating to the said railroad or railroads acquired or to be acquired, constructed or to be constructed, and necessary to the full, complete and convenient use, operation and enjoyment of the said above described premises and property; it being the intention hereof, to include herein, generally, all the property of the Railroad Company, real, personal and mixed, in possession and in expectancy, now owned or hereafter to be in any wise acquired within and without the State of Illinois, together with all and singular the tenements, hereditaments, rights, members, easements and appurtenances of the said railroad and premises hereinbefore expressed to be conveyed, or any of them, or any part thereof, belonging or in any wise appertaining, or at any time held or enjoyed therewith, and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues, and profits thereof, also all of the estate, right, title and interest, property, possession, claim and demand whatever, as well in law as in equity, of the Railroad Company in and

to the same, and every part thereof, with the appurtenances; it being intended, and it is hereby agreed, that all railroads and railroad equipment and other railroad property, which shall, or may hereafter in any wise be acquired by the Railroad Company within and without the State of Illinois, shall be as fully embraced within the provisions hereof, and subject to the lien created for the payment of any or all of the said bonds so to be from time to time issued, as aforesaid, as if the said railroads and other property were now owned by the Railroad Company, and were specifically described herein and conveyed hereby.

To Have and to Hold, all and singular, the above mentioned and described railroad, acquired and to be acquired, rolling stock, franchises, and other property, and all other the premises hereinbefore expressed to be conveyed, with the appurtenances, unto and to the use of the said The Merchants Loan and Trust Company, and its successors in trust, according to the nature, tenor and effect thereof, respectively, upon and for the trusts, intents and purposes hereinafter expressed of and concerning the same; and for further carrying into effect the conveyance hereinbefore expressed to be made, the Railroad Company does hereby grant, the said Trustee, and its successors in said trust, the attorney or attorneys of the Railroad Company, to ask and receive payment and delivery of all and every the sums of money, goods, chattels and effects hereinbefore expressed to be assigned and transferred, and to give effectual releases and discharges, and for all and any of the purposes aforesaid, or of this instrument, to appoint an attorney or attorneys, an agent or agents, and from time to time to revoke such appointment, and to use the name of the Railroad Company, and, generally, to act in relation to the premises as it or they shall think fit.

And it is hereby agreed and declared that the said Trustee, and its successors, for the time being in said trust, respectively, shall stand possessed of the interest in all and singular the premises hereinbefore expressed to be conveyed, upon and for the trusts, intents and purposes, and subject to the powers and conditions following, that is to say:

Article First.

Until the Railroad Company, or its successors, shall make default in the payment of some principal money or interest of the said bonds, or some one of them, according to the tenor thereof, or shall make default or breach in the performance or observance of any other condition, obligation or requirement by the said bonds or by this present deed imposed on the Railroad Company, or its successors, in reference to the said bonds, and until such default shall have continued for a period of six months, the Trustee, and every other Trustee, from time to time, of these presents (who are hereinafter referred to as the Trustee) shall permit and suffer the Railroad Company, and its successors, to possess, manage, operate and enjoy the said railroad, and its equipments and appurtenances, and other lands, premises, property and franchises hereinbefore described as conveyed hereby, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof, in the same manner, and with the same effect, as if this deed had not been made.

Article Second.

If and whenever the Railroad Company, or its successors, shall make any default in payment, as mentioned in the last preceding article, of any of said bonds, or of the interest which shall accrue thereon, and such default shall continue as aforesaid for the period of six months, or, if, and whenever the Railroad Company, or its successors, shall make default or breach in the performance or observance of any such other condition, obligation or requirement, mentioned in the last preceding article, and such last mentioned default shall continue for the period of six months then, and in either of such cases, it shall be lawful for the Trustee to enter into and upon, and to take and possess, all and singular the railroad and all the premises hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, respectively, and to have, hold and use the same, and to work and operate by its superintendents, managers, receivers or servants, or other attorneys or agents the said railroad; and to conduct the business thereof, and to make from time to time such repairs and replacement and such useful alterations, additions and improvements therein and thereto as may seem to it to be judicious or convenient, and to collect or receive all tolls, freights, revenues, incomes, rents, issues and profits of the said railroad and premises, and of every part and parcel thereof; and after deducting and defraying the expenses of working and operating the said railroad and conducting the business thereof, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for charges or liens of any kind prior to the lien of these presents, and all other expenses and outgoings whatsoever incurred in relation thereto, as well as just compensation for its own services and for the services of such attorneys and counsel, and all other agents and persons as may have been by it employed, the Trustee shall apply the moneys arising from such collections and receipts, as aforesaid, in or toward the payment of interest of all the said bonds, in the order in which the said interest shall have become due, ratably, to the persons entitled to such interest, and after paying all interest which shall have become due, shall apply the residue of said moneys in or toward the payment of the principal of such of the said bonds as may be at that time outstanding and unpaid, ratably, and without discrimination as to persons. And if after satisfaction thereof, a surplus shall remain, it shall pay over such surplus to the Railroad Company, its successors or assigns, or as any court of competent jurisdiction shall order; provided, nevertheless, that if the Trustee shall think it expedient after such entry as aforesaid, it shall be lawful for it to demise and let the said railroad and premises (subject, however, to the provisions hereof) to any person or persons, corporation or corporations willing to work and operate the same, for such term or period at

such rent or proportion of receipts and profits, and generally upon such terms and conditions as the Trustee shall, in its discretion, think fit; and the Trustee shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event of the said railroad and premises being worked and operated by the Trustee, is applicable under the provisions immediately hereinbefore contained; provided, further that no such lease shall become valid until approved in writing by the holders of a majority in amount of all bonds then outstanding and secured by this mortgage or deed of trust.

Article Third.

In case the Railroad Company, or its successors, shall make default in payment of any interest on any of the said bonds (according to the tenor thereof, the payment of the interest having been demanded at the Company's office or agency in the City of Chicago), and such default shall continue for a period of six months after such demand, then and thereupon the principals of all of said bonds shall, at the election of the Trustee, approved by the holders of a majority in amount of the bonds then outstanding and secured hereby, to be signified to the Railroad Company, or its successors, by the Trustee, in writing, become immediately due and payable; provided, nevertheless, that at any time after such default shall have been so made, and have continued as aforesaid, and before the actual payment of the principal, it shall be lawful for a majority in interest of the holders of said bonds for the time being to direct the Trustee either forthwith to exercise its said power of declaring the principal of said bonds due and payable or to waive the exercise of said power, if unexercised, either absolutely or with the consent of the Railroad Company, or its successors, and to direct the Trustee to dismiss any suit brought against the Railroad Company upon any bond secured by this mortgage or deed of trust, and release and discharge any judgment or decree obtained thereon, on such terms as may be directed by the said majority; by the same or a subsequent instrument; provided, nevertheless, that no action taken by the Trustee, or by the bondholders under this article shall prejudice or affect the powers or rights of the Trustee, or of the bondholders, in the event of any subsequent default.

Article Fourth.

It is hereby declared and agreed that it shall be the duty of the Trustee to exercise the power of entry hereby granted or to proceed by suit or suits, in equity or at law, to enforce the rights of the bondholders in the several cases of default on the part of the Railroad Company, or its successors, herein specified, in the manner and subject to the qualifications herein expressed, upon the requisition of the bondholders as herein prescribed, as follows:

First: If the Railroad Company, or its successors shall make default in the payment of some principal sums of money or interest of said bonds, or some, or one of them, according to the tenor thereof, or of the coupons annexed thereto, and such default shall continue for the period of six months above mentioned, then and in such

case, upon a requisition in writing, signed by the holder or holders of said bonds to an aggregate amount of not less than one-fifth thereof, and a proper indemnification by such holder or holders of the Trustee against the cost and expenses to be by it incurred, it shall be the duty of the Trustee to enforce the rights of the bondholders under these presents, by entry or by suit, or suits, in equity or at law, as it, being advised by counsel learned in the law, shall deem most expedient for the interest of the holders of said bonds. Provided, nevertheless, that it shall be lawful for a majority in interest of the holders of said bonds for the time being, by an instrument under their hands and seals, to direct the Trustee to waive such default upon such terms as may be directed by said majority in the said instrument. And it is hereby provided that no action taken by the Trustee, or by the bondholders, under this clause shall prejudice, or in any manner affect the powers or rights of the Trustee, or of the bondholders, in the event of any subsequent default. And it is hereby further provided and expressly agreed that no action shall be commenced or prosecuted against the Railroad Company, or its successors, upon any of said bonds, or upon any of the coupons annexed to the said bonds, at law or otherwise, except by the Trustee, as in this article provided.

Second: If the Railroad Company, or its successors shall make default or breach in the performance or observance of any other condition, obligation or requirement by the said bonds, or by this present deed imposed on the Railroad Company or its successors, and such default or breach shall continue for the period of six months, above mentioned, then, and in such case, the Trustee shall, upon a requisition in manner aforesaid, of not less than one-fifth in interest of the bond holders for the time being, and upon a proper indemnification by such applying bondholders, of the Trustee against the costs and expenses to be incurred by it, enforce the rights of the bondholders under these presents in the manner by the first clause of this article provided, subject to a power in such a majority at any time to direct in manner aforesaid, the Trustee to waive such default or breach, upon reparation therefor to the satisfaction of the majority being made. And it is hereby provided that no action taken by the Trustee, or by the bondholders under this clause, shall prejudice, or in any manner affect the powers or rights of the Trustee or of the bondholders, in the event of any subsequent default or breach.

Article Fifth.

The action of the Trustee herein in regard to enforcing to any extent the lien created by this mortgage or deed of trust, either by taking possession, or by lease, or by resort to judicial proceedings, or by any means authorized or contemplated hereby, shall be at all times subject to the control of a majority in amount of the holders of said bonds, their wishes being expressed, in writing, to the Trustee, but this mortgage shall not be foreclosed, nor shall the property herein mortgaged be, nor any of the same, sold except upon a default in the payment of the interest upon the said bonds, which shall have continued for more than six months, and then only upon the

application, as above provided, of bondholders holding said bonds to the amount of not less than one-fifth of the same then outstanding, which action on the part of said bondholders shall be at all times subject to the control of a majority in amount of the holders of said then outstanding bonds, as herein provided. And it is hereby further expressly agreed that in the event of default by the Railroad Company in the payment of the principal and interest of said bonds, or otherwise, a majority in interest of the bondholders for the time being shall have the right to agree upon a plan or scheme of reorganization, which plan or scheme, when agreed upon in writing, shall be in all respects binding and obligatory upon all of the holders of said bonds or coupons. The party of the second part, as Trustee, or otherwise, shall be under no obligation to recognize any person or persons, firm or corporation as holder or holders, owner or owners, of one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request or demand of any person or persons, firm or corporation, professing or claiming to be such holder or holders, until such supposed holder or owner shall produce the said bonds and deposit the same with the Trustee, and shall indemnify and save harmless the Trustee, to its full satisfaction, from any and all costs and expenses, outlays and counsel fees, and other reasonable disbursements for which it may become liable or responsible on proceeding to carry out such request or demand. ——

Article Sixth.

——It being in part the object and intention of these presents to provide by means of the bonds, to be issued hereunder, for the purchase or retirement, by way of exchange or otherwise, of the bonds or other securities of any railroad or railroads within or without the State of Wisconsin, which the Railroad Company may hereafter lawfully purchase, own or consolidate with, it is expressly understood, covenanted and agreed, in order to effectuate such object and purpose, and pending the attainment thereof, that all bonds secured by mortgage or deed upon any railroad or railroads within or without the State of Wisconsin, which railroad or railroads shall be hereafter acquired by the Railroad Company by purchase, consolidation, or otherwise, outstanding at the date of such acquirement, which shall be retired or replaced, by exchange or otherwise, by the bonds provided to be issued hereunder and secured hereby, shall be delivered to the Trustee, to be by it held uncancelled until all of the said bonds of each class or series shall have been retired or replaced, as aforesaid, and said bonds so delivered to the Trustee, to be held uncancelled as aforesaid, shall be held by the Trustee until cancelled, as hereinafter provided, as further security to the holders of all the bonds issued hereunder in exchange for the same and as collateral thereto, and also for the benefit and protection of the Railroad Company. And the several mortgages or deeds of trust given to secure the payment of the bonds, which shall be so delivered to the Trustee, to be held by it uncancelled, as aforesaid, shall remain in full force and effect in all respects until the bonds so to secure the payment of which each said mortgage or deed of trust was originally executed, shall have been fully cancelled, as hereinafter provided

and each mortgage or deed of trust, and the bonds secured thereby and delivered to the Trustee as aforesaid, shall retain their and all their priorities, rights, benefits, privileges and legal incidents as fully as if this instrument had not been executed and the Trustee shall, as the holder of such uncalled bonds enforce the said several mortgages or deeds of trust executed to secure the payment of same, respectively, whenever and in such manner as shall be necessary and proper in order to protect the parties interested therein, as aforesaid, and the Railroad Company, from the holder of similar bonds, who shall not have substituted therefor the bonds hereby provided for, and for that purpose, the Trustee is hereby appointed the agent of the Railroad Company and of all the parties interested as aforesaid, in said bonds so to be held uncalled, with full and adequate powers in the premises. ——

——But whenever all of the bonds secured by any of said mortgages or deeds of trust shall have been delivered to the Trustee, it shall be the duty of the Trustee to cancel, or procure the cancellation of same, unless the Railroad Company shall request to have them kept alive for the purpose of perfecting its title to any of the property upon which the same were secured, or for the purpose of protecting the holders of the bonds hereunder in which event it is agreed that the same may be used by the Railroad Company for the purpose of perfecting, through foreclosure, or otherwise, its said title, provided, however, that the lien hereof is in no event to be displaced, or in any manner affected by any such proceedings, but any and all the title which the Railroad Company may acquire through or by means of any such mortgage or deed of trust, shall be subject and subordinate to the lien of these presents; and the Railroad Company hereby covenants and agrees that any title which it may so acquire shall by it conveyed at once to the Trustee by a proper deed of further assurance. ——

Article Seventh.

——The Trustee shall have full power, and it shall be its duty, upon the written request of the Railroad Company, to convey by way of release or otherwise, to the person or persons, corporation or corporations, designated by the Railroad Company, any lands or buildings, or any other property, which, in the judgment of the Railroad Company shall be unnecessary for further use in connection with the said Railroad, 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 in the location of said tracks, or of any station house or any other building connected with the said railroad which the 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 buildings or other structures as in the judgment of the Railroad Company shall have become expedient, and to make and deliver the conveyance necessary to carry the same into effect; and the Trustee shall also have full power to allow the Railroad Company from time to time to dispose of, according to its discretion such portions of the equipment, machinery and implements, at any time held or acquired for the use of the Railroad Company as may have become unfit for use, the Railroad Company replacing the same by new, and all the property required

for refacing, or acquired in lieu of any of the property conveyed under the provisions of this article, shall immediately be and become, without any other act or conveyance upon the part of the Railroad Company, subject to the operation and lien of these presents.

Article Eighth.

Subject to the security hereby created for the due payment of the said bonds, and the principal moneys and interest thereon, and for the performance and observance of the conditions, obligations and requirements thereby, or by the present deed imposed on the Railroad Company, and its successors, the Trustee shall stand possessed of all and singular the premises hereinbefore expressed to be conveyed, and the property and effects for the time being representing the same, in trust for the Railroad Company, its successors and assigns, and upon and immediately after the due completion of every such payment and the due performance and observance of every such condition obligation and requirement, the Trustee shall reconvey all and singular the said premises, property and effects to the Railroad Company, its successors and assigns, or as they shall direct.

Article Ninth.

It is mutually agreed by and between the parties hereto that the expressions "The Trustee" "the said Trustee" and "said Trustee", as used in these presents, shall be construed to mean the Trustee for the time being; and it is mutually agreed by and between the parties hereto, that every Trustee of these premises shall be entitled to the ordinary indemnity and the right to reimbursement given to Trustees, and shall not be answerable for any error or mistake made by it in good faith, but only for gross negligence or wilful deceit in the discharge of its duties as Trustee, and also, that every such Trustee shall be entitled to just compensation for all services which it or he may render in this trust, to be paid by the party of the first part, or its successors, out of the income of the trust property, and for that purpose it may at any time apply to any court of competent jurisdiction, without notice, except to the party of the first part, or its successors, and in the event of the resignation, declination or inability to act of the Trustee, or any Trustee of these presents, it shall be the duty of the party of the first part to give notice to the bondholders by advertisement, for four successive weeks, in some daily newspaper published in the City of Chicago, of the time and place of meeting for the election of a Trustee, at which meeting a majority in interest of the bonds there represented, may, with the concurrence of the Railroad Company in the choice of said majority, choose, elect and appoint a Trustee; and in the event that the Railroad Company and said majority cannot agree upon a Trustee as hereinbefore provided, then, upon application of any bondholders under these presents, and notice to the party of the first part, a Trustee may be appointed by a judge of the Circuit Court for the United States for the Northern District of Illinois. If, at any time, the party of the first part and a majority in interest of the said bonds outstanding shall desire to change the Trustee of these presents for the time being, they shall have the right to do so, by notifying the Trustee of their desire in the premises, in writing, and upon giving said notice to the Trustee, and by giving notice to the bondholders by advertisement in some daily newspaper published in the City of Chicago, for four successive weeks, of the time and place of meeting for the election of a Trustee, a majority in interest of the bonds so at the time outstanding may, with the consent of the party of the first part, elect and appoint a Trustee in place of the Trustee then existing. Upon the election or appointment of any Trustee at any meeting aforesaid, a certificate of such election or appointment shall be made, showing the amount of said bonds represented at said meeting, and the amount thereof, voting for the Trustee so elected or appointed, which statement or certificate shall be signed by the President or Chairman, and Secretary, of said meeting and said statement or certificate shall have attached thereto a copy of said printed notice, with proof of the publication thereof, together with the consent of the party of the first part. If any appointment shall be made by such judge of said Circuit Court, as hereinbefore provided, the party applying for such appointment shall secure the appointment to be signed by the judge making the same, and attested by the clerk of said court and shall have thereto attached a copy of the application for such appointment; and the said statement or certificate of election or appointment of said meeting, and the appointment of said meeting, and the appointment of such Trustee, signed by such judge as aforesaid, shall be filed wherever the said mortgage or deed of trust is required by law to be filed, and the person or persons, or corporation named in such statement or certificate, or in such judge's appointment, shall thereupon be and become the Trustee for the time being of these presents as fully, to all intents and purposes, as if this present deed had been in the first place executed and delivered to such person, persons or corporation.

And the said party of the first part, and its successors, in consideration of the premises and of one dollar to it in hand 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, and its successors, 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 of conveyance and assurance in law for the better assuring unto the Trustee the said railroads, equipments, appurtenances, and all other property and things whatever hereinbefore mentioned and by this instrument to be conveyed, and all franchises of every nature pertaining thereto, now held or hereafter to be acquired by the Railroad Company, as by the Trustee, or by its counsel learned in the law, shall be reasonably advised, devised or required; and the said party of the first part for itself and successors, in consideration of the premises and of one dollar to it duly paid by the party of the second part, the receipt whereof is duly acknowledged, further covenants and agrees to and with the party of the second part, and its successors, that it the said party of the first part, and its successors, shall and will at all times hereafter keep open an office or agency in the City of Chicago, for the payment of the principal and interest of and upon the bonds hereinbefore recited and described, as the same shall become payable, and for the transfer and registration of the said bonds; and in case the said party of the first part

shall refuse or neglect to establish and keep an office or agency in the City of Chicago, as aforesaid, then, and in such case, the office of the Trustee from the time being shall be deemed and taken to be such office or agency, where presentation and demand of payment of all and every of the bonds and coupons aforesaid, which may become payable during the continuance of such refusal or neglect may be made. ——

——— And the said party of the first part, for itself and its successors and assigns, further covenants and agrees that it will and they shall, well and truly pay, or cause to be paid, the said bonds, or so many of them as may be duly issued and the interest coupons thereto attached, and that it will pay, or cause to be paid, all taxes and assessments that may be levied or assessed upon the said mortgaged property, or any part thereof, and will and shall keep the said mortgaged property in good repair and prevent any waste thereof, and that neither the said party of the first part, or its successors or assigns, shall or will do or permit to be done in or upon or about the said property anything that may tend to diminish the value thereof, or impair or weaken the security intended to be effected under and by virtue of this instrument. ——

——— And the said first party further agrees that, in the event that it fail to pay any taxes or assessments levied or assessed upon said mortgaged property, or any part thereof, while the bonds hereby secured, or any of them, or any part thereof, shall remain unpaid, or if the party of the first part shall permit any mechanic's lien to accrue upon the said mortgaged property, it shall be lawful for the said second party, or its successors in trust, to pay such taxes or assessments, or to redeem said property, or any part thereof, which may have been sold therefor, or in any proceedings for the enforcement of the mechanic's liens, or to purchase any outstanding title acquired or any deed or tax certificate arising from any past or future tax sale on such terms as it or they may deem advisable, and to pay and satisfy any indebtedness which may be secured by any mechanic's lien upon said property and the amounts of money paid for such purposes, or any of them, shall, with interest thereupon at six per centum per annum, constitute an additional indebtedness from the first party herein, which this deed is given to secure. ——

——— It is further agreed that in case of any suit at law or in equity, wherein said party of the second part herein, its successors in trust, or the legal holder or holders of said bonds, or any or all of them, shall be made a party or parties by reason of interest in above described property acquired under this deed, or, in case said party of the second part herein or its successors in trust, shall institute any suit at law or in equity to maintain or protect its or their rights hereunder, and to the mortgaged property, or to protect the rights of the legal holders or holder of said bonds, it or they shall be allowed and paid for its or their reasonable charges, expenses, attorney's and solicitor's fees in such suit or suits incurred, and attorney's and solicitor's fee and compensation for the Trustee or Trustees in any and every case, to be assessed by the Court upon the trial of such suit or suits; and the said Trustee's, attorney's and solicitor's fees and costs and expenditures shall constitute and additional indebtedness from said party of the first part, which this deed is given to secure.

——— It is expressly understood that the right is reserved by the said first party to pay any or all of said bonds prior to their maturity upon either the first day of January or

July, in any year, upon giving of its intention to make such payment sixty days' previous notice in writing to the then Trustee, and if any of the bonds which it is proposed to redeem shall then be registered, then also to the registered holders thereof; and if any of said bonds shall not be registered then also upon giving similar notice by publication for three successive days in any newspaper of general circulation published in the said City of Chicago. Upon the date fixed for payment in said notice, interest upon the bonds therein specified shall cease, and if said bonds, or any of them, shall not be presented for payment pursuant to said notice, or, if, upon the regular maturity of the principal of said bonds secured hereby, any and all of the bonds shall not be presented at the office of the first party herein, payment of the amount then due thereon, including interest up to maturity or up to the date fixed in such notice, as the case may be, may, at the option of the first party, be made at any time thereafter to the Trustee herein, to the use of the party or parties entitled thereto. All such bonds as shall not be presented for payment at maturity or pursuant to such notice, shall be deemed paid by the deposit with the Trustee to the credit of the holders of such bonds, to the amount then due for principal and interest thereon, and upon the payment of all bonds secured hereby, in manner hereinbefore provided, it shall be the duty of the Trustee to execute and deliver to the first party, its successors or assigns, such instrument as may be necessary for the cancellation and discharge of this deed. In case any portion of the funds so deposited shall not be claimed by the owner or owners of outstanding and unpaid bonds entitled thereto within ten years after such deposit, it shall be the duty of the Trustee to pay over such unclaimed portion to the first party herein, or its successors or assigns.

——— In Witness Whereof, the said party of the first part, the Milwaukee, Bay View and Chicago Railroad Company, has caused these presents to be signed by its President, sealed with its corporate seal, and attested by its Secretary, and the party of the second part has, to testify its acceptance of the trust hereby created, likewise signed and sealed these presents, all on the day and year first above written.

Milwaukee, Bay View and Chicago Railroad Company.

By H. G. Brinson.
President

Milwaukee Bay View & Chicago Railroad Company Corporate Seal

Attest:
J. S. Keefe,
Secretary.

The Merchants Loan and Trust Company.

By Orson Smith.
Vice President.

The Merchants Loan & Trust Company Chicago Illinois

Attest:
F. C. Osborn,
Secretary.

State of Illinois } ss.
County of Cook. }

——— I George Thompson Burrows, a Notary Public, in and for the said County,

in the State aforesaid, Do Hereby Certify, that William G. Brinson, President of the Milwaukee, Bay View & Chicago Railroad Company, who is personally known to me to be the same person whose name is subscribed to the foregoing trust deed, appeared before me this day in person, and acknowledged that he is and was at the time of the execution of the said trust deed the President of the said Milwaukee, Bay View and Chicago Railroad Company, and that as such President he caused to be affixed to said deed the corporate seal of said Company, and that he executed and delivered the said trust deed as the free and voluntary act of said Milwaukee, Bay View and Chicago Railroad Company.

And the said John S. Kuft, Secretary of the said Milwaukee, Bay View & Chicago Railroad Company, who is also personally known to me to be the same person whose name is subscribed to the fougoing trust deed, also appeared before me this day in person, and acknowledged that he is and was at the time of the execution and delivery of said trust deed, the Secretary of the Milwaukee, Bay View and Chicago Railroad Company, and that he, as such Secretary, signed, sealed and delivered the said trust deed in attestation of the due execution thereof, as the free and voluntary act and deed of said Milwaukee, Bay View and Chicago Railroad Company.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal, this 14th day of July, in the year of our Lord, one thousand eight hundred and ninety four.

George Thompson Burrows, Notary Public. (George Thompson Burrows Notary Public Cook County Ill.)

State of Illinois } ss.
County of Cook }

I George Thompson Burrows, a Notary Public in and for the said County in the State aforesaid, Do Hereby Certify, that Orson Smith, Vice President of The Merchants Loan & Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he is and was at the time of the execution of the said deed, the Vice President of said The Merchants Loan & Trust Company, and that as such Vice President he caused to be affixed to said deed the corporate seal of said The Merchants Loan & Trust Company, and that he executed and delivered the said deed as the free and voluntary act of said The Merchants Loan & Trust Company, for the uses and purposes therein set forth, and that the seal thereto attached is the common and corporate seal of said The Merchants Loan & Trust Company.

And the said F. C. Osborn, Secretary of said The Merchants Loan & Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing deed, also appeared before me this day in person and acknowledged that he is and was at the time of the execution and delivery of said deed, the Secretary of said The Merchants Loan & Trust Company, and that he as such Secretary, signed, sealed and delivered the said deed in attestation of the due execution thereof, as the free and voluntary act and deed of said The Merchants Loan & Trust Company.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, this 18th day of July in the year of our Lord one thousand eight hundred and ninety-four (1894).

George Thompson Burrows
Notary Public

(George Thompson Burrows Notary Public Cook County Ill.)

State of Wisconsin } ss.
Department of State.

Received this eighth day of October, A. D. 1894, and recorded in Vol. 14 of Railroad Mortgages and Trust Deeds on pages 165-184 inclusive.

T. B. Leonard, Asst Secretary of State

Indexed

Prairie du Chien & McGregor Railway Company.

to

Chicago, Milwaukee & St Paul Railway Company.

Deed.

This Indenture, Made the eighteenth day of October, in the year of our Lord one thousand, eight hundred and ninety-four, between the Prairie du Chien & McGregor 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 party of the first part, at a meeting of said Company held at the office of the Company in Prairie du Chien, all the stock holders being present, and consenting thereto, it was resolved, that it is the sense and wish of the stock holders of this Company to sell to the Chicago, Milwaukee & St. Paul Railway Company, its entire railroad and property, real and personal, with all its rights, franchises and privileges, for the sum of Ninety Thousand Dollars ($90,000.00) and the said stock holders hereby advise and request the Directors of this Company to proceed at once to make such sale thereof to said Chicago, Milwaukee & St. Paul Railway Company.

And, Whereas, afterwards, on the same day, at a meeting of the Directors of said Company, after due consideration of the request of said stock holders, by a resolution of said Board of Directors, it was resolved that the said Company would sell and transfer said railway, pontoon bridge, and all its property, real and personal, franchises and equipments, of all descriptions, to said Chicago, Milwaukee & St Paul Railway Company, including all the rights and privileges granted to said Company, or to John Lawler, deceased, by the Act of Congress approved June 6th, 1874, legalizing and declaring the bridge of said Company constructed by it and the said John Lawler, deceased, a lawful structure over and across said River, and that the President of the Company be, and hereby is authorized to make and carry out said sale, and complete the same by the execution and delivery to the said Chicago, Milwaukee & St. Paul Railway Company of a proper conveyance thereof, and affix thereto the corporate seal of the Company.

Now Therefore This Indenture Witnesseth, That said party of the first part, in consideration of the premises, and of the sum of Ninety Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged and confessed, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and transfer unto 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 Prairie du Chien & McGregor Railway, its roadbed, grade, and right of way from Prairie du Chien, in the State of Wisconsin, to McGregor, in the State of Iowa, and all its property, real and personal, and the pontoon bridge across the Mississippi River, and all its franchises and equipment, including all the rights and privileges granted to said Company, or to John Lawler, deceased, by the Act of Con-

gress approved June 6th, 1874, legalizing and declaring the bridge of said Company constructed by it and the said John Sawler, deceased, a lawful structure over and across said River, together with all its real estate and appurtenances, of every name and description pertaining to said Railway, or said pontoon bridge, or the construction, maintenance, use or operation of the same.

To Have And To Hold, the said Railway and pontoon bridge, 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 said party of the second part, and its successors and assigns.

In Witness Whereof, the said Prairie du Chien & Mc Gregor Railway Company has caused this indenture to be subscribed in its corporate name by its President, attested by its Secretary, and has caused its corporate seal to be hereunto affixed this eighteenth day of October, A. D. 1894.

Prairie du Chien & Mc Gregor Railway Company,

By Thomas C. Sawler

President.

Attest:

James Sawler.

Secretary.

Signed, Sealed and delivered in presence of

A. D. Phillips and Thos. J. Murphy.

State of Wisconsin. } ss.
Crawford County. }

Be it remembered that on the 18 day of October, 1894, personally appeared before me Thomas C. Sawler, President, and James Sawler, Secretary, of the Prairie du Chien & Mc Gregor Railway Company, to me known to be President and Secretary of said Company, and severally acknowledged that they have executed the foregoing deed to the uses and purposes therein mentioned, and that it was their free act and deed, and the act and deed of the said Prairie du Chien & Mc Gregor Railway Company.

L. F. S. Viele

Notary Public.

State of Wisconsin. } ss.
Department of State. }

Received this 20th day of October, A. D. 1894, and recorded in Vol. 10, of R. R. Mortgs and Trust Deeds on pages 185 to 186.

J. B. Leonard, Asst. Secretary of State

St Paul and Duluth Railroad Company.

and the

Rice Lake, Dallas and Menomonee Railroad Company.

This Agreement, made this 30th day of April, 1894, between the Saint Paul and Duluth Railroad Company, a corporation organized and existing under the laws of the State of Minnesota (hereinafter called the lessor) and the Rice Lake, Dallas and Menomonee Railroad Company, a corporation organized under the laws of the State of Wisconsin, (hereinafter called the lessee), Witnesseth:

I. That said lessor agrees to lease to the said lessee and the said lessee agrees to hire from the said lessor one locomotive engine now known as Number Thirteen (13) on the Saint Paul & Duluth Railroad, said engine to be hereafter lettered R. L. D. & M. R. R. No. 1 and to bear a plate marked as follows: "St. P. & D. R. R. Co. owner and lessor".

II. Said engine shall be ready for delivery by the lessor on or about the 1st day of May 1894 or as soon thereafter as possible.

III. Such renting and hiring to be for a period of twelve months from the 1st day of May 1894, subject, however, to the provisions and conditions hereinafter contained.

IV. It is hereby agreed that the value of the said locomotive is Fifteen Hundred ($1500.) Dollars.

V. The rental of said locomotive payable to said lessor by the said lessee shall be as follows: A cash payment of Five Hundred ($500.) Dollars upon the execution of this agreement and in addition to the above cash payment, Five Hundred ($500.) Dollars on November 1st 1894 and Five Hundred ($500.) Dollars on May 1st 1895; making in all for the total deferred payments the sum of One Thousand ($1000.) Dollars, which said sum is hereby made a lien upon said property.

VI. In case of default in payment of any installment or installments of rent on the day on which the same falls due hereunder, said lessor or its assigns shall have the right at its option by its agents, employes or attorneys to take immediate and exclusive possession of and remove the said locomotive which has been delivered to the said lessee under this agreement without forfeiting any rentals or payments thereon then due or to become due.

VII. The lessee shall keep said locomotive 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.

VIII. At all times the name, number, plates and marks and signs of ownership of the lessor shall be fixed and retained upon said locomotive for the purpose of making the ownership publicly known. In the event

of 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 the said lessor shall be deemed necessary or expedient for the full and complete protection of the rights of said lessor as owner of said locomotive.

IX. Said lessor shall have the right to inspect the said locomotive as often as it shall deem advisable to do so during the continuance of this contract by any person or agent to be appointed by the lessor after reasonable notice to the lessee of its intention to make such inspection and the lessee shall provide a suitable place with suitable facilities for such inspection.

X. Said locomotive shall be insured against fire by the lessor at its option and for its benefit and the insurance premiums shall be paid by the lessee.

XI. Said lessee covenants and agrees to perform the agreements and undertakings in its behalf contained herein and to pay promptly all rentals hereunder.

XII. It is further agreed that in consideration of such payments hereinbefore specified, during the said term of twelve months and all other sums of money due hereunder, being fully paid to the lessor within thirty days after the expiration of said term of twelve months the the said locomotive described herein shall become the absolute property of said lessee without further conveyance or transfer; but until the performance of all the terms and conditions as aforesaid the title to the said property shall be and remain in said lessor.

XIII. The lessee agrees to pay whatever taxes or licenses may be payable on said locomotive and to reimburse the said lessor or its assigns for any expense which may be incurred by them attending the execution, acknowledgment, filing or recording of this agreement as required by law.

In Witness Whereof, the said Saint Paul and Duluth Railroad Company and the said Rice Lake, Dallas and Menomonie Railroad Company have each caused these presents to be signed for and in behalf of the said companies by their duly authorized officers and the corporate seals of said respective companies to be hereto affixed the day and year first above written.

Signed, Sealed and delivered in presence of
Winthrop G. Noyes.

St. Paul & Duluth Railroad Company.
By A. B. Plough
Vice President.

Rice Lake, Dallas & Menomonee R.R. Co.
H. E. Clark.
Vice Pres.

In presence of
C. H. Bunn.

State of Minnesota, } ss.
County of Ramsey. }

On this 15th day of November 1894, before me appeared A. B. Plough,

to me personally known, who, being by me duly sworn, did say that he is the Vice President of the Saint Paul and Duluth Railroad Company, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said A. B. Plough acknowledged the said instrument to be the free act and deed of said corporation.

Notarial Seal Ramsey County Minn.

Winthrop G. Noyes
Notary Public.
Ramsey County, Minn.

State of Minnesota, } ss.
County of Ramsey. }

On this 15th day of November 1894, before me appeared H. E. Clark to me personally known, who, being by me duly sworn, did say that he is the Vice President of the Rice Lake, Dallas and Menomonee Railroad Company, and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said H. E. Clark acknowledged the said instrument to be the free act and deed of said corporation.

Notarial Seal Ramsey County Minn.

Winthrop G. Noyes.
Notary Public, Ramsey Co. Minn.

State of Wisconsin. } ss.
Department of State. }

Received this 18th day of November A. D. 1894, and recorded in Vol. 10, of R. R. Mtgs and Trust Deeds on pages 187-189.

J. B. Leonard,
Assistant Secretary of State.

Indexed

J. L. Stirling, Trustee.

to

Milwaukee Bay View and Chicago Railroad Company.

Release.

Know All Men By These Presents, that I, J. L. Stirling, residing in the City of Chicago, in the County of Cook and State of Illinois, party of the first part, for and in consideration of the full payment and discharge of the indebtedness secured by the mortgage or deed of trust hereinafter mentioned, have remised, released, conveyed and quit claimed, and by these presents do remise, release, convey and quit claim, unto Milwaukee, Bay View and Chicago Railroad Company, a corporation of the State of Wisconsin, its successors and assigns, party of the second part, all right, title and interest, which I may have acquired under and by virtue of a certain mortgage or trust deed, made by the said Railroad Company to the party of the first part herein, as trustee, bearing date the twentieth day of August A. D. 1890, and duly recorded in the office of the Secretary of State, within and for the State of Wisconsin, in Volume 9 of Railroad Mortgages and Trust Deeds, at page 200 et seq., in and to the following premises mentioned and described therein, to wit:-

All of the line of Railroad of the said Railroad Company, as the same existed at the date of said mortgage, or has been since that date, constructed, and all of the property, of every kind and nature, owned at the date of said mortgage, or which has been thereafter acquired by said Railroad Company, as part of, and for use in connection with the construction, maintenance, working, and operating of its railroad, with all rights, privileges and franchises of the said Company.

In Witness Whereof, the party of the first part has signed and sealed these presents, as trustee, as aforesaid, this fifteenth day of October, A. D. 1894.

J. L. Stirling.

State of Illinois, } ss.
County of Cook, }

I, George Thompson Burrows, a Notary Public, in and for the County aforesaid, do hereby certify that, on this fifteenth day of October, A. D. 1894, personally appeared before me the within named J. L. Stirling, trustee, personally known to me to be the same person who executed the foregoing instrument, and acknowledged that he executed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 15th day of October, A. D. 1894.

George Thompson Burrows,
Notary Public.

George Thompson Burrows Notary Public. Cook County, Ill.

State of Wisconsin, } ss.
Department of State. }

Received this 26th day of November, A. D. 1894, and recorded in Vol. 10, of R. R. Mtgs. and Trust Deeds on pages 190-191.

T. B. Leonard.
Assistant Secretary of State.

Wisconsin and Michigan Railroad Company.

to

The Atlantic Trust Company.

Trust Deed

This Indenture, made this first day of January, in the year of our Lord One Thousand Eight Hundred and Ninety-five, between the Wisconsin and Michigan Railway Company, a corporation duly incorporated, organized and existing under and by virtue of the general statutes of the State of Wisconsin, party of the first part, and the Atlantic Trust Company, of the city of New York, a corporation duly incorporated, organized and existing under the laws of the State of New York, a party of the second part.

Witnesseth: Whereas, The Wisconsin and Michigan Railway Company, hereafter referred to as the "Railway Company" is duly incorporated, organized and existing under the laws of the State of Wisconsin, and under and by virtue of its articles of incorporation and the laws of the State of Wisconsin, has full power and authority to construct, lease, purchase and operate railway and telegraph lines in the States of Wisconsin and Michigan and

Whereas, the said Wisconsin and Michigan Railway Company is, in and by the general laws of the State of Wisconsin authorized to borrow money for the purpose of enabling it to construct, acquire by purchase, consolidation or otherwise, and to construct complete, improve, equip and operate such railways, as it may purchase, construct or otherwise acquire, and to secure money borrowed by it for the purpose of raising funds from time to time, the said Railway Company is, by virtue of the said general laws of the State of Wisconsin duly authorized and empowered to issue its corporate bonds, payable to bearer or otherwise, and to sell the said bonds at such rate or prices as the Railway Company shall deem proper, in such form and bearing such rate of interest, payable at such times and places as the Railway Company, by its Board of Directors, may direct, which bonds they may make convertible into stock or not, as may be deemed expedient, and if such bonds shall be sold below their normal or par value they shall be valid and binding upon the Company, and no plea of usury shall be allowed such corporation in any action or proceeding brought to enforce the collection of said bonds; and

Whereas, by and under said general laws of the State of Wisconsin the said Railway Company is duly authorized and empowered to secure the payment of bonds which it is, as aforesaid authorized to issue, by the execution and delivery of a mortgage or deed of trust of and upon the railway and railways so acquired or to be acquired by purchase or otherwise, or constructed or to be constructed by it as aforesaid, and all other property owned or to be owned, acquired or to be acquired in any manner by said Railway Company within the States of Wisconsin and Michigan; and

Whereas, By the said statutes it is further provided that said mortgage or deed of trust may, by its terms, include and cover not only the property of the corporation making it at the time of its date, but property, both real and personal, which may thereafter be acquired by it, and shall be as valid and effectual for that purpose as if the property were in its possession at the time of the execution thereof; and

Whereas, The Railway Company proposes to construct certain lines of railway in the said States of Wisconsin and Michigan, from Menominee, Michigan; Marinette, Wisconsin, and Pealigo, Wisconsin in a northerly direction in the counties of Marinette, Wisconsin; Menominee, Michigan and possibly other counties in Wisconsin and Michigan and proposes to acquire in the future, by agreement, consolidation, lease or purchase, or in such other manner as it may be authorized by law, and to control and operate lines of railway which shall or may be continuous with the line or lines of the Railway Company, and proposes to acquire by purchase or otherwise such other railways as it may be authorized to acquire, and as shall on the judgment of the Board of Directors from time to time be deemed essential feeders or connections of said Railway Company's railways, or any part thereof; and

Whereas, The said Railway Company has, deeming the same necessary and expedient, duly resolved to exercise the borrowing power conferred upon it by the general statutes of the State of Wisconsin for the purpose of borrowing money to be expended for its corporate purposes as allowed by law, and particularly in the construction and equipment of its said railways and branches, and the bridges, appendages and appurtenances thereto, and in purchasing, leasing, consolidating with or otherwise acquiring the franchise and property of other railway corporations within the said States of Wisconsin and Michigan which the said Railway Company may now or hereafter have lawful right or power to purchase, lease, consolidate with or otherwise control; also to purchase the stock, bonds or other security of any railroad in the States of Wisconsin and

Michigan, which the said Railway Company may now or hereafter have lawful right or power to purchase, lease, consolidate with or otherwise control; also to purchase the stock and for the purpose of paying up, canceling and exchanging the bonded indebtedness which may at any time be outstanding against bonds, or other securities of any railroad in the States of Wisconsin and Michigan, which the said Railway Company may now or hereafter have lawful right or power to purchase any railways, franchises, appurtenances or property which the said Railway Company has or may hereafter purchase, lease or consolidate with, and for borrowing money as aforesaid for the purposes aforesaid, has, by resolution of its Board of Directors, duly authorized its President and Secretary to execute in its corporate name and issue from time to time, as its Board of Directors by resolution may direct, its bonds, to be designated as "First Mortgage Fifty Per Cent. Gold Bonds," at the rate of Fifteen Thousand ($15,000.00) dollars per mile of single track railroad, inclusive of branches, but exclusive of sidings, actually constructed and in operation, or to be hereafter acquired or constructed as before described and for the purpose of securing payment of the same has fully authorized its President and Secretary to execute in its corporate name and deliver to the Atlantic Trust Company of the City of New York party of the second part, hereinafter referred to as "the Trustee," a Mortgage or Deed of Trust, bearing date the first day of January, One Thousand Eight Hundred and Ninety Five, conveying by way of mortgage or deed of trust all railways constructed or to be constructed by the Railway Company in the said States of Wisconsin and Michigan as aforesaid and also all the railroads owned by the said Railway Company which may be acquired or created, within the States of Wisconsin and Michigan by purchase, construction, consolidation or otherwise, and generally the property of the Railway Company within the said States of Wisconsin and Michigan, acquired, or to be acquired, real, personal or mixed, in possession or in expectancy, including the corporate and other franchises of the said Railway Company; and

Whereas, Each of the bonds or obligations is to be in the words and figures following, subject to the necessary variations as to the numbers thereof, each of said bonds being for the sum of One Thousand Dollars, to-wit:

United States of America

Wisconsin and Michigan Railway Company.

First Mortgage Fifty Per Cent.

Fifty-Years Gold Bond.

$1,000.00. No.....

The Wisconsin and Michigan Railway Company, a corporation duly incorporated under the laws of the State of Wisconsin, October 26th, A.D. 1893. For Value Received, hereby promises to pay unto the bearer hereof, if not registered, or to the registered owner hereof, if registered, the sum of One Thousand Dollars, ($1,000.00) in lawful gold coin of the United States of America, of the present

standard of weight and fineness, at the office of the Atlantic Trust Company in the City of New York, on the First (1st) day of January, A.D. 1945. And the said Wisconsin and Michigan Railway Company promises to pay interest on this bond until paid, at the rate of five (5%) per cent. per annum, payable in like gold coin, semi-annually, at the office of said Atlantic Trust Company, in the City of New York, aforesaid, on the first days of January and July, in each and every year, on the presentation and surrender of the annexed coupons, or if registered, to the registered owner hereof, as they severally mature. This bond is one of a series of bonds, all of like amount, tenor and effect, numbered consecutively from One upward, issued and to be issued by the said Wisconsin and Michigan Railway Company, for its corporate purposes, as allowed by law, at the rate of Fifteen Thousand Dollars ($15,000.00) per mile of line of single track, exclusive of sidings, in the States of Wisconsin and Michigan. The payment of each and all of the said bonds, together with the interest thereon without reference to the time when said bonds shall be actually issued, is secured by a mortgage or deed of trust, bearing date on the First (1st) day of January, A.D. 1895, duly executed and delivered by the said Wisconsin and Michigan Railway Company, to the said Atlantic Trust Company, as Trustee, upon the entire length of railroad of the said Company, branch or branches thereof, constructed, owned or acquired, or to be constructed, owned or acquired, within the States of Wisconsin and Michigan, with all the railways, rolling stock, equipment, property, lands and land grants, lease-holds, rights, appurtenances, tolls, revenues, income and franchises connected therewith or thereunto belonging, now held or hereafter acquired by the said Wisconsin and Michigan Railway Company, within the said States of Wisconsin and Michigan, upon the terms and conditions specifically set out in said mortgage or deed of trust; the same being a first mortgage or deed of trust upon the above described property and franchises. This bond shall pass by delivery or by transfer upon the books of said Atlantic Trust Company, which is hereby made the transfer agent of the said Wisconsin and Michigan Railway Company. After a registration certified hereon by the transfer agent of the said Wisconsin and Michigan Railway Company, no transfer shall be valid except upon the books of such transfer agent, 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 is subject to and shall be governed by all of the provisions in said mortgage or deed of trust contained, as though the same were herein expressly set forth. This bond shall not become obligatory upon the said Wisconsin and Michigan Railway Company until it shall be authenticated by the certif-

icate of said Atlantic Trust Company, as trustee, indorsed hereon, to the effect that the same has been issued and is one of the bonds referred to and described in said mortgage or deed of trust.

In Witness Whereof the said Wisconsin and Michigan Railway Company has caused this bond to be executed by its President and attested by its Secretary under its corporate seal, and has also caused the coupons hereunto annexed to be executed with the engraved signature of its Secretary this First (1st) day of January, A. D. 1895.

Wisconsin and Michigan Railway Company.

By ----------
President.

Attest:

Secretary.

This is to Certify, That this is one of a series of bonds referred to and described in a certain mortgage or deed of trust bearing date the first (1st) day of January, A.D. 1895, executed and delivered to the Atlantic Trust Company of the City of New York, as trustee, by the Wisconsin and Michigan Railway Company.

Atlantic Trust Company, Trustee,

By ----------
President.

$25.00. January 1st, 1895. No. ----

The Wisconsin and Michigan Railway Company will pay to the bearer at the office of the Atlantic Trust Company, in the City of New York, on the First (1st) day of ---------- Twenty Five Dollars ($25.00) in gold coin of the United States, of the present standard of weight and fineness, being six (6) months interest on its first mortgage, fifty (50) years five (5) per cent. gold bond, numbered ----------

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Secretary.

All bonds to be issued hereunder shall be issued under the following terms, to wit: The Trustee shall, after the execution, delivery and recording of this Mortgage or Deed of Trust, on demand of the President, duly authorized by resolution of the Board of Directors of the Railway Company, sanction an issue of bonds to an amount not exceeding Fifteen Thousand Dollars ($15,000) per mile of line of single track railroad, inclusive of branches, but exclusive of sidings, actually constructed and in operation; Provided, there

shall be delivered to said Trustee the affidavits of the President and Chief Engineer of the Railway Company showing the length of the railway or railways so constructed and in operation.

It is the intention hereof, and the same is hereby declared, that all the bonds issued as hereinbefore provided shall be equally, in all respects, secured by these Presents upon all the property hereinafter described, without preference, priority or discrimination on account or with reference to the times of actual issue of said bonds or any of them;

Now Therefore, In consideration of the premises and in consideration of the sum of One Dollar to it duly paid by the said Trustee, the party of the second part aforesaid, the receipt whereof is hereby acknowledged, and in execution of the statutory powers in this behalf conferred by the laws of the State of Wisconsin,

This Indenture Witnesseth: That the Wisconsin and Michigan Railway Company hath granted, bargained, sold, assigned, conveyed and transferred, and by these Presents doth hereby grant, bargain, sell and assign, convey and transfer, unto the said Atlantic Trust Company of the City of New York, and its successors in this Trust, all and singular, the entire length of railroad of the said Railway Company, branch and branches thereof, constructed, owned or acquired, or to be constructed, owned or acquired, in the States of Wisconsin and Michigan, within which the said railway or any branch thereof shall be finally located; and also any and all railways or railway property which said Railway Company may now own or hereafter acquire or create within the said States of Wisconsin and Michigan, by purchase, construction, consolidation or otherwise; including, also, all the railway, right of way, depot grounds, and all lands used in connection with the operation and maintenance of the said railway now owned by said Railway Company, or hereafter in any wise to be acquired in said States of Wisconsin and Michigan, and all tracks, bridges, viaducts, culverts, fences and other structures, all depots, station houses, agent houses, car houses, freight houses, wood houses and other buildings, and all machine shops, and other shops now held or acquired or hereafter to be held or acquired by the said Company, its successors or assigns, within the said States of Wisconsin and Michigan, for use in connection with the said railway or any part thereof, or of any such railways as it may hereafter acquire within the said States of Wisconsin and Michigan; and including also all locomotives, tenders, cars and other rolling stock and equipments, and all machinery, tools, implements, fuel, supplies and material for constructing, maintaining, operating, repairing and replacing said railways, acquired or to be acquired, or any part thereof, or any of the equipments or appurtenances thereof, or of any part thereof; and including also all

revenues, rates, tolls, sums of money and income arising or to arise from said railway, or other the premises hereinbefore expressed to be conveyed or any of them; and also, all corporate and other franchises, rights, privileges and immunities now owned, held and enjoyed by the Railway Company, or hereafter to be owned, held and enjoyed by or conferred upon the said Railway Company, within the said States of Wisconsin and Michigan connected with or relating to the said railway or railways, acquired or to be acquired, constructed or to be constructed, within the said States of Wisconsin and Michigan, or to the construction, maintenance or use of the same, and necessary to the convenient use, operation and enjoyment of the said above described premises and property, together with all and singular the tenements, hereditaments, rights and privileges, easements and appurtenances to the said railway and premises hereinbefore expressed to be conveyed, or any of them belonging or in any wise appertaining, or at any time held or enjoyed therewith, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues and profits thereof; and also all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Railway Company in and to the same and any and every part thereof, with the appurtenances.

To Have and to Hold, all and singular, the above mentioned and described railway acquired or to be acquired, rolling stock, franchises and other property, and all other the premises hereinbefore expressed to be conveyed, with the appurtenances, unto and to the use of the said Atlantic Trust Company, of the City of New York, and its successors in said Trust according to the nature, tenor and quality thereof, respectively, upon and for the Trusts, intents and purposes hereinafter expressed of and concerning the same; and for the further carrying into effect the conveyance hereinbefore expressed to be made, The Railway Company does hereby appoint the said Trustee, and its successors in said Trust, the Attorney of the Railway Company, to ask and receive payment and delivery of all and every the sums of money, goods, chattles and effects hereinbefore expressed to be assigned and transferred, and to give effectual releases and discharges, and for all or for any of the parties aforesaid, or of this Instrument, to appoint an Attorney or Attorneys, and agents or agents, and from time to time to revoke such appointment and to use the name of the Railway Company, and generally to act in relation to the terms as it or they shall see fit.

And it is Hereby Agreed and Declared, That the said Trustee and its successor for the time being in said Trust, respectively, shall stand possessed of and interested in all and singular the premises hereinbefore expressed to be conveyed, upon and for the trusts, intents

and purposes, and subject to the powers and conditions following, that is to say:

Article One.

Until the Railway Company, or its successors, shall make default in the payment of the principal money or interest of the said bonds, or any of them, according to the tenor thereof, or of the coupons thereto annexed, at the time or in the manner appointed for the payment thereof, or shall make default of or breach in the performance or observance of any other condition, obligation or requirement by the said bonds, or by the present deed imposed on the Railway Company, or its successor, in reference to the said bonds, the said Trustee, and the survivor of it and every other trustee, from time to time, of these Presents, shall permit and suffer the Railway Company and its successors to possess, manage and operate and enjoy the said railway with its equipments and appurtenances, and lands, premises, property and franchises hereinbefore described as conveyed hereby, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof in the same manner and with the same effect as if this deed had not been made.

Article Two.

If, and whenever the Railway Company, or its successors, shall make any default in payment, as mentioned in the last preceding article, upon any of the said bonds or the coupons belonging thereto, and such default shall continue for the period of six months, or if and whenever the Railway Company, or its successors, shall make default or breach in the performance or observance of any such other condition, obligation or requirement as mentioned in the last preceding article, and such last mentioned default shall continue for a period of six months, then and in each of such cases, it shall be lawful for said Trustee to enter into and upon and to take and possess, all and singular, the railway and all the premises hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof respectively; and to have, hold and use the same, and to work and operate by their Superintendents, Managers, Receivers, or Servants or other attorneys or agents, the said railway; and to conduct the business thereof, and to make from time to time such repairs and replacement and such useful alterations, additions and improvements thereto, as may seem to them to be judicious or convenient, and to collect or receive all tolls, freights, incomes, revenues, rents, issues and profits of said railway and premises, and of every part or parcel thereof, and after deducting and defraying the expenses of working and operating said railway and conducting the business thereof, and of all the said repairs replacements, alterations, additions and improvements and all payments which may be made for charges or liens of any kinds prior to the lien of these Presents, and other expenses incurred in

relation thereto, as well as just compensation for their own services and for the services of such attorneys and counsel, agent or agents, the said Trustee shall apply the moneys arising from such operation and received as aforesaid in or toward the payment of interest on the said bonds in the order in which the said interest shall have become due, ratably to the persons holding coupons evidencing the right to such interests; and after paying all interest coupons which shall have become due, shall apply the residue of such moneys in or towards the payment of the principal of such of the said bonds as may be at that time outstanding and unpaid, ratably and without discrimination as to persons; and if, after satisfaction thereof, a surplus shall remain, they shall pay over such surplus to the Railway Company, its successors or assigns, or as any Court of competent jurisdiction shall order. Provided, Nevertheless, that if the said Trustee shall think it inexpedient after such entry as aforesaid, to work and operate said railway and premises in the manner aforesaid, it shall be lawful for it to demise and let the said railway and premises, if previously requested so to do in writing by the holders of a majority of said bonds (subject, however, to the provisions hereof) to any person or persons, corporation or corporations willing to work and operate the same for such time or period, at such rent or proportion of receipts and profits and generally upon such terms and conditions as the said Trustee shall, in its discretion, think fit, subject to the ratification in writing of the holders of the majority of said bonds, and the said Trustee shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event of the said railway and premises being worked and operated by the said Trustee as applicable under the provisions immediately hereinbefore contained.

Article Three.

In case any such default shall be made as aforesaid, in payment of principal or interest of said bonds, and shall continue as aforesaid, it shall likewise be lawful for the said Trustee, either after such entry as aforesaid or other entry, or without entry, by their attorneys or agents, to sell and dispose of, all and singular the premises and property hereby conveyed, or any part thereof, at public auction in the City of New York and State of New York or in the City of Marinette and State of Wisconsin in the discretion of the said Trustee, at such time as it may appoint, first giving notice of said sale and the time, place and terms thereof, by advertisement for the term of four weeks in some daily newspaper published in the City of New York and also in some daily or weekly newspaper published in the City of Marinette and in the State of Wisconsin.

The proceeds of the sale shall be applied first in payment of the expenses connected with said sale and trust, including the compensation of the Trustee, and its agents and attorneys, and to the discharge of any and all charges and liens of any kind upon said premises and property, which are prior to the lien of these presents; and, secondly, in payment of the unpaid interest and principal of the said several bonds, ratably and without discrimination as to persons; and if, after paying in full said bonds and coupons, there shall be any money remaining in the hands of the said Trustee, it shall pay the same to the Railway Company, its successors or assigns. The Trustee shall have power to adjourn such sale from time to time at its discretion, and if adjourned to another date they may make said sale at the time appointed without further notice by advertisement; and the said Trustee shall have power to make and deliver to the purchaser or purchasers at said sale, good and sufficient deeds and conveyances of the property sold, and the receipt of the said Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises for his or their purchase money; and such purchasers shall not, after the payment of such purchase money, be liable to see to its application or be obliged to inquire into the necessity or expediency of any such sale; Provided, However, that no sale shall be made by the said Trustee as aforesaid, except upon demand in writing of the holders of not less than one-fifth of the said bonds then outstanding, and even in the event of such demand the sale shall not take place if the holders of the majority of said bonds shall by themselves or by their attorneys in fact file with such Trustee a written instrument objecting to said sale.

Article Four.

In case the Railway Company, or its successors, shall make default in payment of any interest on any of said bonds according to the tenor thereof, or the coupons thereto annexed (the payment of interest having been demanded by the presentation at the said Trustee's office in the City of New York) and such default shall continue for the period of six months after such demand, then and thereupon the principal of all said bonds shall, at the election of said Trustee, to be signified to the Railway Company, or its successors, by the said Trustee in writing, become immediately due and payable. Provided, Nevertheless, that at any time after such default shall have been so made and have continued as aforesaid, and before the actual payment of the principal, it shall be lawful for a majority in interest of the holders of the said bonds for the time being to direct the Trustee either forthwith to exercise its said power of declaring the principal of said bonds due and payable, or to waive the exercise of said power (if unexercised), or to

withdraw and annul the exercise thereof (if exercised), either absolutely or on or with the consent of the Railway Company or its successors, and to direct the said Trustee to dismiss any suit brought against the said Company upon any bond secured by this mortgage or trust deed and release any judgment or decree obtained thereon, on such terms as may be directed by the said majority by the same instrument; Provided, Nevertheless, that no action taken by the said Trustee or by the bondholders under this Article shall prejudice or effect the powers or rights of the said Trustee or of the bondholders in the event of any subsequent default.

Article Five.

It is hereby declared and agreed that it shall be the duty of the said Trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to proceed by suit or suits in equity or at law to enforce the rights of the bondholders in the several cases of default on the part of the Railway Company or its successors, herein specified in the manner and subject to the qualification herein expressed, upon the requisition of bondholders as herein prescribed, as follows:

First. If the Railway Company, or its successors, shall make any default in payment of any principal money or interest of said bonds, or some or one of them, according to the tenor thereof, or of the coupons thereto annexed, and such default shall continue for the period of six months, then and in such case, upon a requisition in writing signed by the holder or holders of said bonds to an aggregate amount of not less than one fifth thereof, and a proper indemnification by said holder or holders of the said Trustee against the costs and expenses to be by it incurred, it shall be the duty of said Trustee to enforce the rights of the bondholders under these Presents by entry, sale or suit or suits in equity or at law, as it being advised by counsel learned in the law shall deem most expedient in the interest of the holders of the said bonds; Provided, Nevertheless, that it shall be lawful for a majority in interest of the holders of said bonds for the time being, by an instrument under their hands and seals, to direct the said Trustee to waive such default upon such terms as may be directed by the said majority in said instrument. And it is hereby provided that no action taken by the Trustee, or by the bondholders under this clause shall prejudice or in any manner affect the powers or rights of the said bondholders in the event of any subsequent default. And it is hereby further provided and expressly agreed that no action shall be commenced or prosecuted against said Company upon any of the coupons annexed to said bonds, or otherwise, at law or otherwise, except by the Trustee as in this Article provided.

Second. If the Railway Company, or its successors, shall make default or breach in the performance or observance of any obligation or requirement by the said bonds, or by this present Deed imposed on the Railway Company, or its successors, and such default shall continue for the period of six months then and in such case the Trustee shall, upon a requisition in the manner aforesaid, of not less than one fifth in interest of the bondholders for the time being, and upon a proper indemnification by such applying bondholders of said Trustee against the cost and expense to be by it incurred, enforce the rights of the bondholders under these Presents in the manner by the first clause of this Article provided, subject to a power in the majority in interest at any time to direct in the manner aforesaid, the said Trustee to waive such default or breach, upon reparation therefore to the satisfaction of such majority being made. And it is hereby provided that no action taken by the said Trustee or by the bondholders under this clause shall prejudice or in any manner affect the powers or rights of the said bondholders in the event of any subsequent default or breach.

Article Six.

The action of the Trustee herein, in regard to enforcing to any extent the lien created by this Mortgage, either by taking possession, or by sale at auction, or by lease, or by resort to judicial proceedings, or by any means authorized or contemplated hereby, shall be at all times subject to the control of a majority in amount of the holders of said bonds, their wishes being expressed in writing to the said Trustee, but this Mortgage shall not be foreclosed, nor shall the property herein mortgaged, nor any of it, be sold, except upon default in the payment of the principal or interest upon the said bonds, which shall have continued for more than six months, and then only upon the application as above provided of the bondholders holding said bonds, to the amount of not less than one-fifth of the same then outstanding, which action on the part of the said bondholders shall be at all times subject to the control of the majority in amount of holders of said bonds as herein provided. And it is hereby further expressly agreed that

in the event of default by the Railway Company in the payment of principal or interest of said bonds, or otherwise, a majority in interest of the bondholders for the time being shall have the right to agree upon a plan or scheme of reorganization, which plan or scheme when agreed upon in writing and signified to the Trustee shall govern its action thereafter, and shall be in all respects binding and obligatory upon all the holders of said bonds.

Article Seven.

The said Trustee shall, upon the written request of the Railway Company, convey or release to the person or persons, corporation or corporations, designated by the Railway Company, any lands acquired or had for the purpose of Stations, shops and other buildings, and shall also convey as aforesaid on like request any lands or property which shall be certified by the Chief Engineer of the Railway Company as not necessary for use in connection with the said Railway, or which may have been held for the supply of fuel, gravel or other material; and also, shall convey as aforesaid, on like request any lands not occupied by its track or 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 railway, and such lands occupied by the track or tracks thereof, and adjacent to such station house, depot or other building, as the Railway Company may deem it expedient to disuse or abandon by reason of such change, and shall consent to any such change and such other changes in the location of the tracks or depots, bridges or other buildings and structures as the Chief Engineer of the said Railway Company shall certify as expedient, and make and deliver the conveyance necessary to carry the same into effect; and the Railway Company may from time to time dispose of, according to its discretion, such portions of the equipment, machinery and implements at any time held or acquired for the use of the Railway Company, as may have become unfit for such use, replacing the same by new, and all the property acquired for replacing any of the property conveyed under the provisions of this Article shall immediately become, without any other act or conveyance upon the part of the Railway Company, subject to the operation and lien of these Presents.

Article Eight.

The said Railway Company doth hereby covenant, promise and agree to and with the said Trustee and its successors that the said Railway Company 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 tenor thereof; and will also pay all taxes legally assessed on the property hereby mortgaged; and also, that the said Railway Company will not at any time or in any manner take, apply for, or avail itself of any injunction or stay of proceedings, or use

and interpose or take advantage of any extention law, stay law, valuation law, redemption law, or any other law of the States of Wisconsin and Michigan now in force, or which may hereafter be in force in said States, and which may in any way impair, affect, retard or impede the rights or remedies of the holders of said bonds, or of the said Trustee, or of its successors, as herein declared, or which shall affect any means or mode of perfecting, enjoying or enforcing any of such rights, interests or remedies as the same are herein declared and set forth, and also that it will cause this instrument to be recorded in such public offices as may be necessary to secure and preserve the priority of the lien thereof upon any and all the property now or hereafter covered thereby or intended so to be; and also, that it and its successors will, from time to time, upon request of the Trustee, execute such other or further instruments as may be necessary in the laws, to the more effectual securing of the lien of these Presents.

Article Nine.

Subject to the security hereby created for the due payment of the said bonds and the principal moneys and interest thereon, and for the performance and observance of the conditions, obligations and requirements thereby, or by the present deed imposed on the Railway Company and its successor, said Trustee shall stand possessed of all and singular the premises hereinbefore expressed to be conveyed, and the property and effects for the time being representing the same in trust for the Railway Company, its successors and assigns, and upon and immediately after the due completion of every such payment and the due performance and observance of every such condition, obligation and requirement, said Trustee shall reconvey all and singular the said premises, property and effects to the Railway Company, its successors and assigns, or as it or they shall direct.

Article Ten.

The said Trustee and its successors are hereby fully empowered to employ from time to time such managers, officers, attorneys, clerks, agents and assistants as it or they shall find necessary to enable it or them to discharge properly the duties devolving upon it or them under the provisions of these Presents and to defray all expenses of executing said trust out of any money coming to their hands and any moneys they shall expend in executing said trust or for protecting the trust property by the completion of unfinished work or for ripairs or purchase of necessary equipment and machinery shall constitute a lien on the trust estate hereby created, prior to the bonds hereby secured.

Article Eleven.

It is mutually understood and agreed by and between the parties hereto that the expression "The Trustee" or "the said Trustee" when and as used

in these Presents is intended to refer to and describe and shall be construcled to mean the Trustee which or who for the time being shall be charged with the execution of the trust of these Presents, and it is further mutually agreed by and between the parties hereto, and this trust is accepted upon the express condition, that the said Trustee and its successors do not and shall not by the acceptance of this Trust incur any liability or responsibility whatsoever in consequence of permitting or suffering said Railway Company, its agents or servants, to retain or be in possession of or to manage, conduct or control the said railroad estates, property and premises hereby mortgaged, or agreed or intended so to be, or any part thereof, and to use and enjoy the same, nor shall said Trustee be or become responsible or liable for any destruction, deterioration, determination, loss, injury or damage which may be done or occur to the railroad estates, property or premises hereby mortgaged, or agreed or intended so to be, either by said Railway Company, its agents or servants, or by any other person or persons, corporation or corporations whatsoever; nor shall the said Trustee be in any way responsible for the consequence of any breach on the part of the said Railway Company, its successors or assigns, its agents or servants, of any of the covenants herein contained; nor of any act of the said Railway Company, its successors or assigns, its agents or servants, nor of the correctness or accuracy of any statement or statements of the said Railway Company, whether herein contained or otherwise; nor shall said Trustee nor any future trustee be or become liable or responsible for any defect in the manner of recording this instrument, nor for a failure to record the same; nor for any error or mistake made by it in good faith, nor for any cause, matter or thing, except its own wilful and intentional breaches of the trust herein expressed and contained; and every such Trustee shall be entitled to just compensation for all services which it may hereafter render in this Trust, including a reasonable compensation for such attorneys, counselors, agents or servants as it may properly employ in carrying out the said Trust, to be paid by the Railway Company, or its successors, out of the Company's property or income thereof; and for that purpose it may at any time apply to any Court of competent jurisdiction without notice, except to the Railway Company or its successors; and in the event of the resignation, declination or inability to act on the part of the said Trustee, it shall be the duty of the Railway Company to give notice to the bondholders by advertisement for four successive weeks in some daily newspaper published in the City of New York, of a time and place of meeting for the election of a Trustee at which meeting a majority in interest of the bonds there represented may with the concurrence of the Railway Company in the choice

of said majority elect or appoint a Trustee; and in the event that the Railway Company and said majority cannot agree upon a Trustee then upon application of any bondholder under these Presents and notice to the Railway Company, or upon application of the Railway Company, a Trustee may be appointed be the Judge of a Circuit or District Court of the United States for any district of Wisconsin or Michigan. Upon the election or appointment of any such Trustee at any meeting as aforesaid, a statement or certificate of such election or appointment shall be made, showing the amount of said bonds represented at the said meeting and the amount thereof voting for the Trustee so elected or appointed; which statement or certificate shall be signed by the President, Chairman or Secretary of said meeting, and by the proper officers of the Railway Company, and said statement or certificate shall have attached thereto a copy of said printed notice with proof of publication thereof. If any appointment of Trustee shall be made by a Judge of said Circuit or District Court, as hereinbefore provided, the party applying for such appointment shall procure the appointment to be signed by said Judge making the same, attested by the Clerk of said Court, and shall have attached thereto a copy of the application for such appointment, and said statement or certificate of election or appointment at said meeting and the appointment of the Trustee, signed by such Judge as aforesaid, shall be filed with the Secretary of the State of Wisconsin, and the person or persons, corporation or corporations named in such statement or certificate, or any such Judge's appointment, shall thereupon be and become the Trustee for the time being of these Presents, as fully to all intents and purposes as if this present Deed had in the first place been executed and delivered to such person or persons or corporation.

Article Twelve.

The Trustee may, at all times, require parties owning or claiming to own bonds issued hereunder to produce or deposit the same with said Trustee, whenever such owner desires said Trustee to take action hereunder or refrain from taking action.

In Witness Whereof the said party of the first part, The Wisconsin and Michigan Railway Company, has caused these Presents to be signed by its President, sealed with its corporate seal and countersigned by its Secretary, and to testify its acceptance of said Trust the said Trustee, said Atlantic Trust Company, of the City of New York, has likewise caused the same to be signed by its President and Secretary and sealed with its corporate seal.

Signed, Sealed and Delivered the day and year first above written (1st page)

Wisconsin & Michigan R.R. Co. Seal Incorporated 1893.

Wisconsin and Michigan Railway Company.

By-Siegfried M. Fischer. President.

J. N. Faithorn. Secretary.

Atlantic Trust Company.

By W. H. Male.

President.

J. S. Snydam.

Secretary.

In presence of

B. J. Brown as to Siegfried M. Fischer and J. N. Faithorn.

John Bagley as to Siegfried M. Fischer and J. N. Faithorn.

James F. McNamara as to W. H. Male and J. S. Snydam.

L. B. Jones. as to W. H. Male and J. S. Snydam.

State of Wisconsin. } ss.
County of Marinette }

On this Nineteenth day of December A. D. 1894. before me, a Notary Public in and for the said County and State, personally came Siegfried M. Fischer, the President and J. N. Faithorn the Secretary, of the Wisconsin and Michigan Railway Company, grantor in the foregoing instrument, to me personally known to be the identical persons whose names are subscribed to the aforesaid instrument as such officers, and severally acknowledged the said instrument to be their free and voluntary act and deed for and as the voluntary act and deed of the said Wisconsin and Michigan Railway Company: and the said Siegfried M. Fischer, and J. N. Faithorn, being by me first severally and duly sworn, did depose and say that they are respectively and as hereinbefore stated, President and Secretary of said Wisconsin and Michigan Railway Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument was and is such corporate seal; and that it was affixed thereto by order of the Board of Directors of said Company duly made, and that they signed their names thereto as such President and Secretary by the like order.

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

L. K. MacNeill.

Notary Public

Wisconsin

Seal.

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

On this Twenty-fourth day of December A. D. 1894.

before me, a Notary Public in and for the said County and State, personally came W. H. Male, the President, and J. S. Snydam the Secretary of the Atlantic Trust Company, of the City of New York, Grantee and Trustee in the foregoing instrument, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as such officers, and severally acknowledged the said instrument to be their free and voluntary act and deed for and as the voluntary act and deed of said Atlantic Trust Company, of the City of New York; and the said W. H. Male and J. S. Snydam being by me first severally sworn, did depose and say that they are respectively as hereinbefore stated, President and Secretary of the said Atlantic Trust Company, of the City of New York, and that they know the corporate seal of said company; that the seal affixed to the foregoing instrument was and is such corporate seal; that it was affixed thereto by order of the Board of Directors duly made, and that they signed their names thereto as such President and Secretary 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.

A. P. Alvord

Notary Public. Kings Co.

Certificate filed in New York Co

Andrew P. Alvord Notary Public Kings County, N.Y.

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

I, Henry D. Purroy, 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 A. P. Alvord, was filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County the twenty-fourth day of December A. D. 1894.

Henry D. Purroy.

Clerk.

New York Seal.

State of Wisconsin. } ss.
Department of State. }

Received this Twenty-seventh day of December A. D. 1894. and recorded in Vol. 10 of R. R. Mtgs. and Trust Deeds in pages 192 to 209.

F. B. Lennard, Assistant Secretary of State.

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In the Matter of the Koshkonong Valley Railroad Company

Liber 1-653 Fee with cert. $1.00

CHICAGO, WISCONSIN AND NORTHERN RAILROAD COMPANY

TO

CHICAGO, WISCONSIN AND MINNESOTA RAILROAD COMPANY

DEED

This Indenture made this 30th day of June, A.D. 1888, by and between the Chicago, Wisconsin and Northern 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 Chicago, Wisconsin and Minnesota Railroad Company, a corporation likewise created, organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part.

WITNESSETH, That for and in consideration of One Dollar to it in hand paid and of divers other good and valuable considerations, receipt whereof by said first party from said second party is hereby acknowledged, said first party hath granted, bargained, sold, remised, released, aliened and conveyed, and does hereby grant, bargain, sell, remise, release, alien and convey, unto said second party, its successors and assigns forever, all and singular the Chicago, Wisconsin and Northern Railroad, so-called, constructed or to be constructed or acquired, maintained and operated from a point of junction with the Milwaukee and Lake Winnebago Railroad at the village of Schleisingerville in Washington County, thence extending in a southeasterly and southerly direction through said Washington County and through the Counties of Waukesha, Walworth, Racine and Kenosha, by way of Waukesha, Mukwonago, Burlington and Silver Lake, to a point of junction with the Chicago and Wisconsin Railroad, so-called, upon the southern boundary line of the State of Wisconsin, being about Eighty (80) miles in length, more or less, upon the line of said railroad heretofore duly located by the Board of Directors of said first party, together with all lands, right of way, depot grounds, station houses, bridges and other structures of

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Index Chicago, Wisconsin and Northern Railroad Company to Chicago, Wisconsin and Minnesota Railroad Company Deed

(2)

whatsoever nature, constructed or used in connection with said railroad, and any part thereof, together with all rights and hereditaments incident or appertaining thereto.

TO HAVE AND TO HOLD the same unto the said Chicago, Wisconsin and Minnesota Railroad Company, its successors and assigns, to its and their sole use and behoof forever, together with all estate, right, title and interest of said first party in and to the whole or any part thereof in law or in equity.

The said party of the first part does hereby covenant that it will, and its successors and assigns shall, upon demand of said second party execute and deliver to said second party, such further conveyances or assurances in the law as said second party shall be advised is expedient or necessary in order more effectually to assure to it all the estate, right, title and interest of said first party in and to the premises hereby intended to be conveyed to said second party.

WITNESS the seal of said Chicago, Wisconsin and Northern Railroad Company and the signature of its President and the countersignature of its Secretary the day and year above written.

CHICAGO, WISCONSIN AND NORTHERN RAILROAD COMPANY

(Corporate Seal) By E. B. Greenleaf, President

In presence of: Countersigned Howard Morris, Secretary

H. L. Greenleaf
T. B. Kemper

State of Wisconsin)
County of Milwaukee) ss.

Be it remembered that on this 18th day of April, A.D. 1895 personally appeared before me E. B. Greenleaf President, and Howard Morris Secretary of the Chicago, Wisconsin and Northern Railroad Company, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged the same.

Witness my hand and notarial seal the day and year above written.

(Notarial Seal) Edgar C. Hoe, Notary Public, Wisconsin

State of Wisconsin)
Department of State) ss.

Received this 19th day of April, A.D. 1895 and recorded on 211 and 212 of Railroad Mortgages and Trust Deeds, Vol. 10.

John M. Ewing
Assistant Secretary of State

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In the Matter of the Koshkonong Valley Railroad Company

At a joint meeting of all the directors and all the stockholders of the Koshkonong Valley Railroad Company held at the Village of Cambridge in Dane County Wisconsin on the 2nd day of April 1895, the following resolution was unanimously adopted, said meeting being a special meeting duly called for that purpose:

Resolved that the Corporate Name of this company be, and the same hereby is changed to "The Chicago 3rd Lake Superior Railroad Company" and that the Capital Stock of the last said company, be and the same hereby is increased to the sum of Five Million Dollars, in shares of One Hundred Dollars each; that the proposed Railroad of said company be and the same hereby is extended from the Village of Cambridge in Dane County Wisconsin, to the South State line of said State and from the Village of London in said Dane County Wisconsin to Lake Superior in said State so that as so extended said Railroad will be about Three Hundred and Thirty (330) miles in length and will be made and run through or into the following named Counties in said State, viz.,

See R.R. Inc. & Reg. Vol 8. p 54

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Chicago, Wisconsin 3rd Northern Railroad Company to Chicago, Wisconsin 3rd Minnesota Railroad Company

Deed.

This Indenture made this 30th day of June, A. D. 1888. by and between the Chicago, Wisconsin 3rd Northern 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 Chicago, Wisconsin 3rd Minnesota Railroad Company, a corporation likewise created, organized and existing under and by virtue of the laws of the State of Wisconsin party of the second part.

Witnesseth, That for and in consideration of One Dollar to it in hand paid and of divers other good and valuable considerations, receipt whereof by said first party from said second party is hereby acknowledged, said first party hath granted, bargained, sold, remised, released, aliened and conveyed, and does hereby grant, bargain, sell, remise, release, alien and convey, unto said second party, its successors and assigns forever, all and singular the Chicago Wisconsin and Northern Railroad, so called, constructed or to be constructed or acquired, maintained and operated from a point of junction with the Milwaukee 3rd Lake Winnebago Railroad at the village of Schleisingerville in Washington County, thence extending in a southeasterly and southerly direction through said Washington County and through the Counties of Waukesha, Walworth, Racine 3rd Kenosha, by way of Waukesha, Mukwonago, Burlington 3rd Silver Lake, to a point of junction with the Chicago 3rd Wisconsin Railroad, so called, upon the southern boundary line of the State of Wisconsin, being about eighty (80) miles in length, more or less, upon the line of said rail-road heretofore duly located by the Board of Directors of said first party, together with all lands, right of way, depot grounds, station houses, bridges and other structures of whatsoever nature, constructed or used in connection with said railroad, and any part thereof, together with all rights and hereditaments incident or appertaining thereto.

To Have and to Hold the same unto the said Chicago, Wisconsin and Minnesota Railroad Company, its successors and assigns, to its and their sole use and behoof forever, together with all estate, right, title and interest of said first party in and to the whole or any part thereof in law or in equity.

The said party of the first part does hereby covenant that it will, and its successors and assigns shall, upon demand of said second party execute and deliver to said second party, such further conveyances or assurances in the law as said second party shall be advised is expedient or necessary in order more effectually to assure to it all the estate, right, title and interest of said first party in and to the premises hereby intended to be conveyed to said second party.

Witness the seal of said Chicago, Wisconsin 3rd Northern Railroad Company

and the signature of its President and the countersignature of its Secretary the day and year above written.

Chicago. Wisconsin 3rd Northern Railroad Company
By.- E. B. Greenleaf.
President

In presence of.
H. L. Greenleaf
T. B. Kemper

Countersigned
Howard Morris
Secretary

State of Wisconsin } ss
County of Milwaukee }

Be it remembered that on this 18th day of April A.D. 1895 personally appeared before me E. B. Greenleaf President, and Howard Morris Secretary of the Chicago. Wisconsin 3rd Northern Railroad Company, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged the same.

Witness my hand and notarial seal the day and year above written
Edgar C. Hoe
Notary Public
Wisconsin

Edgar C. Hoe. Notary Public Milwaukee Co. Wis.

State of Wisconsin } ss.
Department of State }

Received this 19th day of April A. D. 1895 and recorded on pages 211 3rd 212 of R. R. Mtgs. 3rd Trust Deeds. Vol. 10.

John M. Ewing
Assistant Secretary of State

Judd

Superior Short Line Railway Company.
First Mortgage Bond.
Union Trust Company of New-York- Trustee
Trust Deed. June 1st 1895.

Parties to the Indenture

This Indenture, made this first day of June, A. D. 1895. by and between the Superior Short Line Railway Company, a body corporate, party of the first part, and the Union Trust Company of New-York party of the second part. Witnesseth:

Whereas, The said party of the first part has constructed and is owner of a line of Railroad hereinafter described, in the States of Wisconsin and Minnesota, and desires to borrow the sum of One Million Five Hundred Thousand Dollars, in lawful money, for the purpose of paying for such construction, (which sum is necessary for that purpose,) and to issue and dispose of its bonds to that amount, and to mortgage the said railroad and its corporate property and franchises, and the income thereof, to secure the payment of such bonds: the said party of the first part hereby expressly retaining and reserving to itself the right and duty of the disposition and application of the bonds that may be issued hereunder, or any of them, and of the proceeds therefrom, or any part thereof:

Amount to be borrowed.

Now Therefore This Indenture Witnesseth, That for the purpose of securing the payment of the principal and interest of the bonds of said Railway Company, hereby provided to be issued, amounting to the sum of One Million Five Hundred Thousand Dollars, said bonds to be designated the Superior Short Line Railway Company First Mortgage Bonds, and to be issued as coupon bonds, of the denomination of One Thousand Dollars each and payable to bear date on the first day of June, A. D. 1895 and to bear date on the first day of June, A. D. 1920, principal and interest payable at the office or agency of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in the City of New-York, and to bear interest from September 1st 1895, at the rate of Five per centum per annum, payable semi-annually, on the first day of March and of September in each year, excepting that the last maturing coupon is for three months interest, payable at maturity of the bond; all of which said bonds, are of like tenor and effect, and are equally secured, being in substantially the following form:

Denomination of mortgage bonds

United States of America.
Superior Short Line Railway Company
First Mortgage Bond,
Bearing Five Per Cent. Interest.

Know all Men by these Presents, That the Superior Short Line Railway Company is indebted to the Union Trust Company of New-York, or to the bearer hereof, in the sum of One Thousand Dollars

lawful money of the United States of America, which the said Railway Company promises to pay to the said Union Trust Company of New York, or to the bearer hereof, on the first day of June, in the year of our Lord one thousand nine hundred and thirty, at the office or agency of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in the City of New York, with interest thereon from the first day of September, A. D. 1895, at the rate of five per centum per annum, payable semi-annually, on the first day of March and of September in each year, (excepting that the last maturing coupon is for three months' interest, payable at maturity of the bond,) 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 Million Five Hundred Thousand Dollars, and consisting of one thousand five hundred bonds, each for One Thousand Dollars numbered from one to one thousand five hundred inclusively, said issue being secured upon the railroad and property herein described, upon which this issue of bonds is a first lien; said railroad extending from Duluth, in the State of Minnesota, to a junction with the line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, at the City of Superior, Wisconsin, a distance of about ten miles of main track with about thirty-three miles of side track, including all the Depot and Station Grounds and Lots and Lands in the Cities of Superior and Duluth, together with its Docks, Wharves and Basins, comprising an important system of railway connections and valuable terminal properties; all of which bonds are of like tenor and effect and are equally secured by a deed of trust, dated June 1st, A. D. 1895, executed by said Superior Short Line Railway Company and duly delivered to the said Union Trust Company of New York, conveying all of said railroad and property as therein described, and the equipments, appurtenances and franchises thereunto belonging.

This bond shall pass by delivery, or may be transferred and registered as to the principal thereof only, upon the books kept for that purpose at the office or agency of the Chicago, Saint Paul, Minneapolis and Omaha 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 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 Railway Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President or Vice-President and Secretary or Assistant Secretary, and has also caused coupons hereto annexed to be signed by its Secretary or Assistant Secretary, on the first day of June, A. D. 1895.

Superior Short Line Railway Company.

By ..... President

..... Secretary.

This is to certify, that this bond is one of the bonds described in the deed of trust bearing date on the first day of June, A. D. 1895, within mentioned.

Union Trust Company of New York, Trustee

By ..... President.

Conveyance of railway to Trustee.

The said party of the first part, in consideration of the premises, and of one dollar to it duly paid by the party of the second part, the receipt of which is hereby acknowledged, 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, from a point near Lake Avenue, in the City of Description of Railroad. Duluth and State of Minnesota, in a Westerly and South-easterly direction, to a point on the bank of St. Louis Bay on Rice's Point. And from a point on the southerly side of St. Louis Bay, in a southerly and easterly direction to a point of connection with the railway of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in the City of Superior, State of Wisconsin, in the southeast quarter of the north-west quarter of Section Four, (4,) Town Forty-eight (48) Range Thirteen, (13,) West, being about ten miles of main track and about thirty-three miles of side track, and including all depot and station grounds and lots and lands owned by said Company in said Cities of Superior and Duluth, to-

Description of Railroad.

gether with all its Docks, Wharves and Basins and including also all the railway, way, 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, carhouses, freight-houses, woodhouses and other buildings; and all machine shops and other shops now held 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 equipment or appurtenances, 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 by the party of the first part; together with all and singular the covenants, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, tolls, incomes, 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, conveyed or intended to be conveyed hereby, and as to which this trust is applicable, is that portion of the line of said Railway Company, as above described, in all ten miles of main track and about thirty-three miles of side track and the property and franchises to be used in connection therewith; and this trust shall not, in any manner whatever, affect any other railroad or railroad extensions, or branches of the railroad of the said Railway Company, or any property used, acquired or to be acquired for use in connection with any other part or portion of said Railway Company's railroad lines.

Nature of the 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:—

____ 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.

Payment of principal and interest

____ 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.

Railway Company shall continue the road 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 here of 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 of default Trustee shall take possession

Operating expenses to be deducted and balance applied in payment of interest

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 herein before 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 or conferred upon the said trustee.

Trustee's powers of entry & sale.

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 Saint Paul, Minnesota, or at such place within either 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 the Cities of New-York and St. Paul, and, as required by law, in the States of Minnesota and Wisconsin, 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 Railway Company, or to render the same as any Court of compliant jurisdiction shall order.

After continued default in interest, or default in principal, Trustee shall sell upon notice.

Trustee shall give purchaser sufficient deed.

Expenses to be deducted from proceeds & bal. and applied to payment of principal and interest.

Trustee's receipt 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.

If the coupon is indefault six months after date, Trustee may declare principal due.

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 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 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 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 therefrom. _____

Trustee's power to release and convey lands etc

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 Railway 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 Railway 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 Railway 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. _____

Conditions on which Trustee's power shall cease

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 power 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: _____

1. If default be as to interest or 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. _____

2. 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 covenant hereinafter contained, for the further assuring of the title of the trustee to any property or franchises now possessed, or in the omission to comply with any other provision herein contained to be performed or kept by the said Railway 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 _____

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 the 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 Railway Company, or out of the said 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 Railway Company three months before such resignation shall take effect, or such shorter time as the said Railway Company may accept as adequate notice, and upon the due execution of the conveyances hereinafter required; that, in case at any time hereafter the said trustee, or any trustee hereafter appointed, shall resign, or be removed, by a court of competent jurisdiction, or from any cause become unable to act, a successor to such trustee shall be appointed by said Chicago, Saint Paul, Minneapolis and Omaha 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 any case it shall at any time hereafter prove impracticable, after reasonable exertions

Compensation to be paid Trustee

Trustee may resign.

Appointment of successor.

Powers, etc. of Trustee devolve upon its successor

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 One Hundred Thousand Dollars, to any Circuit Court of the 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, 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, hereinbefore mentioned or intended so to be, and all other property and things whatsoever which are for use in connection with the same, or any part thereof, and all franchises now held pertaining thereto, as by the said trustee, or by its counsel learned in the law, shall be reasonably advised, devised or required. ——

Obligation of first party to execute

——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. ——

——Signed, sealed and delivered in presence of. ——
Henry Conlin
H. P. Barlow

Superior Short Line Railway Company.
By.. E. W. Winter .... President

Attest:
E. E. Woodman ..... Secretary

Superior Short Line Railway Company Corporate Seal

——Signed, sealed and delivered in presence of ——
Geo. H. Covey
C. C. Rawlings

Union Trust Company of New York, Trustee.
By.. Edwd. King .... President

Attest:
A. W. Kelley ..... Secretary.

Union Trust Company of New York 1864

State of Minnesota } ss.
County of Ramsey }

Be it known that on the 1st day of June. A. D. 1895. before me the undersigned. a Notary Public. personally came E. W. Winter. President. and E. E. Woodman. Secretary of the Superior Short Line Railway Company to me well known to be such President and Secretary. and to be the identical persons who executed the foregoing instrument for and on behalf of said Railway Company and whose names are thereto subscribed and severally duly acknowledged that they executed the same freely and voluntarily as such President and Secretary. and as the free act and deed of the said Superior Short Line Railway Company. for the uses and purposes therein expressed; and the said E. W. Winter and E. E. Woodman being by me first duly sworn. did each depose and say: That they are respectively President and Secretary as hereinbefore stated. of said Railway Company; that they know the corporate seal of said company; that the seal affixed to the foregoing instrument is the corporate seal of said Railway Company; that it was so affixed by the order of said company. duly made. and that they signed their respective names thereto as such President and Secretary, by the like order. And I further certify that the foregoing instrument is executed in manner and form as required by the laws of the state of Minnesota.

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

John G. Dresen
Notary Public
Ramsey County
Minnesota.

State of Minnesota } ss.
County of Ramsey }

I. Edward G. Rogers. Clerk of the District Court for the Second Judicial District and County aforesaid. the same being a Court of Record. do hereby certify that John G. Dresen. Esq., before whom the annexed proof or acknowledgment was taken. was at the time of taking such proof or acknowledgment. a Notary Public in and for said County of Ramsey. commissioned and sworn. and duly authorized to take acknowledgments to deeds and other instruments in writing in the state of Minnesota; that I am well acquainted with the hand writing of such officer. and verily believe that the signature to said proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the

State of Minnesota. In Testimony Whereof. I have hereunto set my hand and affixed the seal of said Court. at St. Paul. this 7th day of June. A. D. 1895.

Edward G. Rogers .... Clerk.
By .. E. C. Campbell .. Deputy Clerk.

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

On this fifth day of June. A. D. 1895. before me a Commissioner for the states of Wisconsin and Minnesota in New York personally came Edward King the President and Augustus N. Kelley the Secretary of the Union Trust Company of New York. grantee and trustee in the foregoing instrument. to me personally known to be the identical persons whose names are subscribed to the aforesaid instrument as such officers and severally acknowledged the said instrument to be their free act and deed. and for and as the voluntary act and deed of said Union Trust Company of New York and the said Edward King and Augustus N. Kelley being by me first severally duly sworn. did each depose and say that they are respectively and as herein above stated President and Secretary of said Union Trust Company of New York; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument was and is such corporate seal; that it was affixed thereto by order of the said company duly made. and that they signed their names thereto as such President and Secretary 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.

Geo. H. Losey
Commissioner for the State of Minnesota in New York.
Geo. H. Losey
Commissioner for the State of Wisconsin in New York.

State of Wisconsin } ss.
Department of State }

Received this 7th day of June A. D. 1895 and recorded in Vol. 10 of R. R. Mtgs. and T. D. on pages 213-225.

John M. Ewing
Assistant Secretary of State.

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Satisfaction of this mortgage recorded in Vol 12. R.R. Mort & Trust Deeds Page 61.

Mortgage Deed of Trust

The Waukesha Beach Railway Company

to

Andrew J. Frame.

This Indenture made and entered into this 15th. day of June. A. D. 1895, by and between The Waukesha Beach Electric Railway Company. a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin. party of the first part. and Andrew J. Frame, of Waukesha Wisconsin. party of the second part.

Whereas. the said The Waukesha Beach Electric Railway Company, party of the first part. a corporation duly organized and existing under the laws of the State of Wisconsin. and authorized by the law of its organization to build. own. acquire. operate and maintain railways in said state. has constructed. built. and acquired and is now the owner and in possession of and operating a certain railway in said State of Wisconsin, extending from the village and town of Waukesha. Waukesha County. Wisconsin, in a northwesterly direction to a point in the south half of section twenty-four (24) in the town of Delafield. in said county of Waukesha; which main line is about six miles in length. and.

Whereas. the said party of the first part. The Waukesha Beach Electric Railway Company. is indebted to divers and sundry persons in the sum of Fifty Thousand Dollars ($50,000.) now secured by judgment notes, which will fall due. with interest. on the first day of July, 1895. and it is desirable to provide funds to liquidate such indebtedness. and.

Whereas. the party of the first part. for the purpose of providing ways and means for paying such indebtedness. has authorized the making of a mortgage covering its present entire railroad. and such extensions and connections thereto as may hereafter be made. to secure bonds to the amount of Fifty Thousand Dollars ($50.000.) payable twenty years after date hereof; which said bonds are to be issued, sold and disposed of at the time. in the manner. and for the purposes hereinafter particularly specified. Said bonds to be in sums of Five Hundred Dollars ($500.00) each. payable in United States gold coin. at present standard of weight and fineness. on the 15th. day of June. A. D. 1895. with interest thereon from the 15th. day of June. A. D. 1895. at the rate of six per cent per annum. payable annually on the first day of October in each year. Which said bonds are of even date herewith. numbered consecutively from one to one hundred both inclusive. all of like tenor, equal and alike secured. and to be signed by the officers of the company for the time being. and substantially in the form following.

$500.00 No.

United States of America
Office of
The Waukesha Beach Electric Railway Company
Waukesha. Wisconsin. June 15th. 1895.

Know all Men by these Presents. That the Waukesha Beach Electric Railway Company. for value received, is indebted to the bearer in the sum of Five Hundred Dollars in gold coin of the United States of America of present standard weight and fineness. which indebtedness it promises to pay on the 15th. day of June. A. D., 1915. at the office of said railway company in Waukesha. Wisconsin. with interest thereon from the 15th day of June. A. D. 1895 at the rate of six per centum per annum. payable annually on the first day of October in each year. at the office of said railway company in Waukesha. Wisconsin. on presentation and surrender of the annexed coupons as they severally become due. The said Waukesha Beach Electric Railway Company hereby reserves the right to pay at its option this Bond in full. October 1st 1900.

If the obligor. or its successors. shall make any default in the payment of any 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 holder of this Bond 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. numbered from one (1) to one hundred (100). inclusive. aggregating $50,000.00, of like tenor. date and amount. the payment of which is secured by a mortgage deed of trust upon all the assets of said Railway Company. as more particularly described in the trust deed securing the same. duly executed and delivered by The Waukesha Beach Electric Railway Company, the obligor. to Andrew J. Frame. Trustee. of Waukesha. Wisconsin. bearing date June 15th, 1895.

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 Waukesha Beach Electric Railway Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signature of its President and Secretary. the 15th. day of June. in the year of our Lord one thousand eight hundred and ninety-five.

The Waukesha Beach Electric Railway Company.

By President

Attest:

Secretary.

No. 21. $21.25.

On the 15th. day of June, 1915. The Waukesha Beach Electric Railway Company will pay to bearer Twenty One and 25/100 Dollars ($21.25) at the office of said Railway Company in Waukesha. Wis. (with exchange on New York if desired) being eight and one half months interest due that day on its bond No.----------

.....Secretary.

No 20. $30.00

On the 1st day of October, 1914. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired) being one years interest due that day on its bond No.----------

.....Secretary.

No. 19. $30.00

One the 1st day of October, 1913. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired) being one years interest due that day on its bond No.....

.....Secretary.

No 18. $30.00

On the 1st day of October, 1912. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired) being one years interest due that day on its bond No.....

.....Secretary.

No 17. $30.00

On the 1st day of October, 1911. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha, Wis., (with exchange on New York if desired) being one years interest due that day on its bond No.----------

.....Secretary.

No. 16 $30.00

On the 1st day of October, 1910. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired) being one years interest due that day on its bond No.----------

.....Secretary.

No. 15 $30.00

On the 1st day of October 1909. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 14. $30.00.

On the 1st day of October, 1908. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 13. $30.00

On the first day of October, 1907. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00) at the office of said Railway Company in Waukesha. Wis. (with exchange on New York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 12. $30.00

On the 1st day of October, 1906. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 11 $30.00

On the 1st day of October 1905. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 10 $30.00

On the first day of October, 1904. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired) being one years interest due that day on bond No.----------

.....Secretary.

No. 9 $30.00

On the 1st day of October, 1903. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York York if desired,) being one years interest due that day on its bond No.....

.....Secretary.

No. 8 $30.00

On the 1st day of October 1902. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the

office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary.

No. 7 $30.00

On the 1st day of October 1901. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary

No. 6 $30.00

On the 1st day of October 1900. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha Wis., (with exchange on New York if desired) being one years interest due that day on its bond No. .....

.....Secretary.

No. 5 $30.00

On the first day of October 1899. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary.

No. 4 $30.00

On the 1st day of October 1898. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars $30.00) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary.

No. 3 $30.00

On the 1st day of October 1897. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00), at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary.

No. 2. $30.00

On the 1st day of October 1896. The Waukesha Beach Electric Railway Company will pay to bearer Thirty Dollars ($30.00) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired), being one years interest due that day on its bond No. .....

.....Secretary

No. 1 #T. 75

On the 1st day of October. 1895. The Waukesha Beach Electric Railway Company will pay to bearer Eight and 75/100 Dollars ($8.75) at the office of said Railway Company in Waukesha. Wis., (with exchange on New York if desired,) being three and one half months interest due that day on its bond No. .....

.....Secretary.

(Endorsement)

$500. No. .....

The
Waukesha Beach Electric Railway Company

First Mortgage. Twenty Years. Six Per Cent.
Gold Bond.
Due June 15th. 1915.
Interest payable on the 1st day of October.

This is to certify that the within Bond is secured by a Mortgage Deed of Trust executed by The Waukesha Beach Electric Railway Company, to Andrew J. Frame, as Trustee. bearing date on the 15th day of June, 1895, and that said Trustee has caused said Mortgage to be duly recorded in the office of the Secretary of State for the State of Wisconsin.

.....Trustee.

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, principal and interest of each and all said bonds so to be issued as hereinbefore recited and provided, and every part of said principal and interest as the same shall become due and payable according to the tenor of said bonds, and also the performance of all covenants and conditions by the said party of the first part in the said bonds and this indenture expressed, has granted, and sold, and by these presents does grant, bargain, sell, convey and transfer to Andrew J. Frame, party hereto of the second part, as Trustee and in Trust, and to his successor or successors all and singular the railway and railways of said party of the first part, with the road bed, grades, right of way, not to exceed sixty (60) feet in width, nor less than fifty (50) feet in width, bridges, depots, grounds, and fixtures, rights privileges, franchises, immunities, exemptions power house and car barn and the grounds upon which the same stand;

rolling stock, furniture, implements, appendages and appurtenances used in connection with said railway, in any manner whatever, now belonging to said railway company, or to be hereafter acquired by it; comprising about six miles of railway in actual operation, more particularly described as follows: _____

A strip of land as now fenced not less than fifty (50) feet in width, nor more than sixty (60) feet in width, the center line of which runs as follows: Begin about thirty (30) feet south of the section stone in the Town Line between the Towns of Pewaukee and Delafield, on the south side of Pewaukee Lake, in the county of Waukesha, Wisconsin; thence into section number nineteen (19) Town seven (7) North, Range nineteen (19) East, East on a tangent nine hundred and thirty-eight (938) feet to the point of curve of a six (6) degree curve; thence curving to the right on a six (6) degree curve five hundred and eleven (511) feet; thence on a tangent south fifty nine (59) degrees East, seven thousand four hundred and thirty five feet (7435 ft.) to the point of curve of a two (2) degree curve, in section twenty (20) Town seven (7) North, Range nineteen (19) east; thence curving to the right on a two (2) degree curve five hundred and seventy-one (571) feet; thence on a tangent south Forty-three (43) degrees, thirty-four (34) minutes East, Five thousand eight hundred and seventy-six (5876) feet to a point of curve of a three degree curve, in section twenty-eight Town seven North, Range nineteen (19) East; thence curving to the right on a three (3) degree curve seven hundred and eighty-nine (789) feet; thence on a tangent south fourteen (14) degrees, thirty (30) minutes East, three thousand four hundred and fifty feet (3450 ft.) to the point of curve of a three degree curve in section thirty-three (33) Town seven (7) North, Range nineteen East; thence curving to the left on a three degree curve four hundred and fifty-two (452) ft.; Thence on a tangent south thirty-three (33) degrees twenty-seven minutes East, one thousand six hundred and one (1601) feet to the point of curve of a six (6) degree curve; thence curving to the right on a six (6) degree curve, four hundred and fifty-eight feet (458 ft.); thence on a tangent south five (5) degrees fifty-seven (57') minutes East, eight hundred (800) feet to the point of curve of a two (2) degree curve; thence curving to the right on a two (2) degree curve, two hundred and eighty-three (283) feet into the northeast quarter of section four (4) Town six (6) north, Range nineteen (19) East; thence on a tangent south seventeen (17') minutes East, two thousand eight hundred and six (2806) feet to point of curve of an eight degree (8) deg. curve; thence curving to the left on eight degree curve, three hundred thirty-six (336) feet to the southeast quarter of said section four (4); thence on a tangent south twenty (20) degrees twenty-six (26) minutes east, one hundred forty-seven (147) feet to the point of curve of a ten (10) degree curve; thence curving to the left on a ten (10) degree curve six hundred and sixty two (662) feet; thence south

eighty-seven (87) degrees, sixteen minutes (16) East, two hundred and twenty-six (226) feet, to point of curve of a fifteen (15) degree curve; thence curving to right on a fifteen (15) degree curve, two hundred and twenty-two (222) feet; thence south thirty-six (36) degrees eight (8) minutes East, five hundred and forty-three (543) feet to a point on the south side of St. Paul Avenue in the village of Waukesha, Wisconsin; thence curving to the right on a thirty (30) degree curve, one hundred and ninety-six (196) feet to a point eighteen (18) feet east of the west line of State Street; thence south and parallel with west line of State Street, three hundred and thirty-seven (337) feet to point of curve of forty (40) degree curve; thence curving to the left on a forty (40) degree curve and crossing State Street, two hundred (200) feet; thence south eighty-one (81) degrees East one hundred feet (100 ft.); thence easterly along the south side of the Chicago and Northwestern Railway and on the southerly side of Bethesda Alley and through the Chicago and Northwestern Depot grounds a distance of two thousand eight hundred (2800) feet to Grand Avenue, in the village of Waukesha, state of Wisconsin. _____

Second. Beginning at a point about thirty (30) feet south of the section stone in the town line between the towns of Pewaukee and Delafield, in the county of Waukesha, state of Wisconsin; thence west into section twenty-four (24) Town seven (7) north Range eighteen (18) East, one hundred and twenty-two feet to point of curve of a ten (10) degree curve; thence curving to the left on a ten degree (10) deg. curve, two hundred and eighty-eight (288) feet; thence south sixty-one (61) degrees, twenty minutes (20') West, two hundred and sixty-four (264) feet to point of curve of a sixteen degree curve; thence curving to right on a sixteen degree (16 deg.) curve, one hundred and ninety-one (191) feet; thence south eighty-eight degrees (88 deg.) West, three hundred and twenty-six (326) feet to terminus of the road; being of main line six and two tenths (6 2/10) miles, together with one "turnout" or side track, at the Beach, three hundred and sixty-three (363) feet long, and one in the middle, three hundred and nineteen (319) feet long and one at Waukesha about three hundred (300) feet, -- all as more particularly delineated upon the annexed map.

Including in said mileage above stated one bridge across the Fox River, all tracks, culverts, fences; also all boilers, engines and machinery used in and about the power plant of said Railway Company, and all poles, wire and machinery used for the transmission of power and the interlocking switch system at the crossing of the Chicago, Milwaukee and St. Paul Railway, and all rolling stock and equipment of every kind and description whatever now owned by the party of the first part, or which may hereafter be owned or acquired by it, for the use and operation of said line of railway or any part thereof; which said rolling stock, equipment of the company now consists of three electric motor passenger cars, and three trailer passenger cars; together with all and singular the rights, privileges and corporate franchises connected with, or related to said rail-

way, or to the construction, maintenance, use and operation of said railway, with all and singular the tenements, hereditaments and appurtenances to the said premises belonging, and all reversion, and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof, and also all estate, right, title, interest, property, claim, possession and demand whatsoever, as well in law and in equity of the said party of the first part, which it now has, or may hereafter acquire, 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 own 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, without any preference of one bond over another by reason of its priority of issue or otherwise, that is to say upon the Trusts for the purposes of paying the indebtedness hereinbefore mentioned, incurred in the construction and equipment of said railway as herein set forth and thereby free said railway company of all indebtedness of every kind and nature.

Until default shall be made in the payment of the principal or interest of the said bonds secured hereby or 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 contained and in said bonds contained, the party of the first part shall be permitted and allowed to hold, possess and enjoy the premises hereby conveyed, and to take and use the rents, profits, issues, income and revenue thereof, and to dispose of the same in any manner not inconsistent with the provisions of this indenture.

In case default shall be made in the payment of interest or any part 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, conditions, and requirements of said bonds, and of these presents, such latter default continuing for a 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 successor or successors in Trust, is and are, hereby authorized, either 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 take the same, and in his or their discretion said Trustee or his successor or successors shall be authorized 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, issues and revenue thereof, from what 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 income, profits, issues and revenue, with the usual powers and duties of a receiver in like cases, and that if such receiver be nominated and designated by the holders of the majority of the bonds which these presents are executed to secure, then that such appointment shall be made by the said court, 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 said bonds, or to the solvency or insolvency of the party of the first part to these presents, and such rents, income, profits, issues and revenues shall be applied by such receiver according to law and the orders and practice of such court.

In case default shall be made and continued as aforesaid, it shall likewise be lawful for the said Trustee or his successor or 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 and property hereby conveyed and intended so to be, as an entirety at public auction in such place within the state of Wisconsin as the said Trustee may designate, and at such times as he may appoint, having first given notice of the place and time of such sale by advertisement published not less than once a week for six weeks in one or more newspapers published in the village of Waukesha, Wisconsin, and the city of Milwaukee, Wisconsin, and to adjourn such sale from time to time at his 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 purchaser thereof, good and sufficient deeds for 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 allowance of all expenses of sale, including attorney's and counsel's fees, and all other expenses advanced, or liabilities which may have been made and incurred by the said Trustee or Trustees in the Trust, 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, and apply the proceeds to the payment of the principal and the interest

of the aforesaid bonds as may be at the time unpaid (whether or not the same shall have been 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 of the said bonds hereby secured or 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 purchaser of the premises for the purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof and having a receipt, be liable to see to its being applied upon, or for the Trust 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 enquire into the necessity, expediency or authority of or for any such sale. _____

In case default shall be made in the payment of any annual interest on any of the aforesaid bonds, at the time and in the manner expressed in the said bonds, and such default shall continue for six months after such interest becomes due, then and in such case the principal of all the bonds secured hereby shall, at the election of the Trustee or Trustees such election to be evidenced by a written notice thereof served upon the parties of the first part, become immediately due and payable, anything contained herein or in the said bonds to the contrary notwithstanding.

Whenever in the opinion of the party of the first part hereinafter set forth, any real or personal property covered by this mortgage is not necessary for the use and convenience of said first party, in connection with the operation of the line or lines of railway hereby conveyed, and it shall desire to dispose of or release the same, then, and in such case, it may sell such real or personal property, and the proceeds thereof shall be paid to the party of the second part or his successor or successors in this trust, and shall be by him or them held and applied as the party of the first part may in writing elect, either to the purchase and cancellation of one or more of the bonds to be issued under this indenture, or to the purchase of other property, real or personal required for the use or convenience of said first party in connection with the lines of railway conveyed by these presents. _____

If party of the first part shall elect to purchase property with such proceeds, then the property so purchased shall be at once conveyed to the said party of the second part or to his successor or successors in

this trust, as part of the estate hereby conveyed, but if at shall elect to apply such proceeds to the purchase of bonds issued under this indenture, then the same shall be so applied, and the bonds so purchased at the market rate at the time being, shall be cancelled by the said party of the second part, or his successor or successors, and delivered to said first party. _____

Upon receiving a certificate of the aforesaid opinion of the party of the first part, in the form herein mentioned, together with the proceeds of the real or personal property so sold the party of the second part, his successor or successors, shall make, execute and deliver all instruments requisite or necessary to clear the same from the lien of this mortgage, and shall hold the proceeds thereof subject to the election of the party of the first part as herein above provided. _____

The evidence to be furnished to authorize the party of the second part, his successor or successors, to release the same, and to receive and apply the proceeds thereof as above provided shall be a resolution of the Board of Directors of the party of the first part, duly certified under its corporate seal describing the property so to be sold or disposed of, setting forth that the same is no longer requisite or convenient for the operation of the lines of railway hereby conveyed, and that the sum offered therefor is a reasonable value thereof, and that it is for the interest of the parties hereto that the same be sold or disposed of, and that the proceeds thereof be applied to the purchase of other real or personal property, or to the purchase of bonds secured by this indenture, as the case may be. _____

Provided, However, that the party of the second part, his successor or successors, may at his or their option require, and the party of the first part shall furnish any reasonable additional proof as to the necessity or expediency of selling, disposing of, or purchasing any such real or personal property, and as to the value of the property so proposed to be sold, disposed of or purchased. _____

It is hereby declared and agreed that it shall be the duty of the Trustee, his successor or successors, under this indenture to declare the principal of said bonds to be due, or to exercise the power of entry, or the power of sale hereby granted, or both, and to take appropriate legal proceedings to enforce the rights of the bondholders under these presents, upon any default under these presents 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 herein granted, 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 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 said Trustee or Trustees, or the beneficiaries under this trust, of any legal or equitable remedy by judicial proceedings consistant with the provisions of these presents. No action, suit or proceeding at law or in equity shall be had, prosecuted or maintained for the foreclosure of this mortgage or the enforcement of the lein hereby created by any person or party other than the Trustee except upon the failure, neglect or refusal of the Trustee to act within a reasonable time after he shall have been requested so to do as hereinabove provided.

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 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 bond-holders by reason of such default; subject however, to the power (hereby conferred) of the holders of said bonds, acting by a majority in interest, to instruct the said Trustee or Trustees by requisition in writing (which shall be imperative upon such Trustee or Trustees) either to waive such default, or to enforce the rights of such bond-holders by reason thereof- Provided, that no action of the said Trustee or of the said bond-holders, or both, in waiving such default or otherwise, shall extend to or be taken or effect any subsequent default, or to impair the rights resulting therefrom.

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 three fourths of the outstanding 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 bonds secured by this mortgage, the said Trustee, his successor or successors, are fully authorized, in his or their discretion, to make such purchase, and having so purchased said premises, the right and title thereto shall vest in said Trustee his successor or successors, in trust to dispose of the same in such manner as the holders of three-fourths of said outstanding bonds secured by this mortgage shall, in writing, request or direct

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, in which such property is or may be located, now in force, or which may hereafter be in force in said State, and which may in any way alter, affect, impair or impede the rights or remedies of the holders of said bonds, or of the said party of the second part, or his successor or successors as herein declared, or which shall affect or change the time, place, means or mode of perfecting enjoying or enforcing any of such rights, interests or remedies, as the same are herein declared and set forth.

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 and property covered by this indenture; and will pay and discharge all claims of every name and nature which may hereafter become a lein upon the property hereby conveyed, or any part thereof, prior or superior to this indenture; and will maintain and keep up the railways, with thier equipment and rolling stock, in good order, and will, from time to time substitute new equipment and rolling stock, suited to the operation of the company, for any of the present or future equipment and rolling stock, which may be destroyed or become unfit for use or unsuited to the operations of the company; said equipment and rolling stock shall always be in quantity and amount sufficient for the operation of its said lines; and will at all times do all things requisite or proper to be done in order to preserve or make effectual the lein and security hereby created or intended so to be.

It is further agreed, that when and as the interest coupons annexed to the bonds secured hereby mature and are paid by the railway company, or by any person or corporation for it or on its behalf, they shall be cancelled, and after default in the payment of any coupons, or of interest on any bonds, such coupons shall not be deemed to be secured by or otherwise within the limits of this mortgage, unless accompanied by the bond to which the same was originally attached; nor shall the interest so in default on any bond be assigned separately from the bond itself.

It is hereby understood and provided that the present or any future Trustee under this indenture may resign and discharge himself 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 Trusteeship and execution of the conveyances hereinafter required; any vacancy in the office of any such Trustee, occurring in any manner or at any time, may be filled by appointment by the party of the first part, provided that such appointment shall be ratified and approved by the Circuit Court for Waukesha County in the State of Wisconsin, and notice to the bondholders shall be published in two newspapers of general circulation in the village of Waukesha, Wisconsin, for thirty days, specifying the time and place of the application for such approval and ratification, which appointment and order ratifying and confirming the same shall be 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 to execute the purposes of this trust, without any further assurance or conveyance but the survivor or continuing Trustee, if any 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 himself; and in like manner any Trustee so resigning or removed shall immediately execute a deed or deeds of conveyance to vest all his rights 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 occurred 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 Twenty-five Thousand Dollars, to any court of competent jurisdiction, for the appointment of a new Trustee or Trustees; and upon such application a majority in interest of the 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 misconstruction of each other, and that the present and new Trustees shall be entitled to just compensation for all services which he, or they may hereafter render in the said trust as hereinafter provided.

No bond shall be valid as secured under this mortgage deed of trust, except such as shall be authenticated by the certificate of the

Trustee or Trustees endorsed thereon, signed by said Trustee or Trustees.

In case any bonds issued hereunder become mutilated or destroyed, it shall be lawful for the Railway Company to issue new bonds of like tenor and date and bearing the same serial numbers and the officers of the company for the time being may sign, and the Trustee may certify the same for delivery in exchange for or in lieu of bonds so mutilated or destroyed.

And the said Andrew J. Frame, and his successor or successors in this trust, shall not be responsible for the acts of any agent or attorney employed by him or them, in pursuance hereof, nor for anything whatever in connection with this trust, except his own wilful misconduct or gross negligence, anything in this indenture or in the bonds issued hereunder to the contrary thereof notwithstanding. The said Trustee, or his successor or successors shall receive from said Waukesha Beach Electric Railway Company for his services in the acceptance of this trust, and the signing and delivering of the bonds issued hereunder, a sum not to exceed one dollar for each Five Hundred Dollar Bond, payable from time to time, as the bonds are delivered by said Trustee, which compensation shall be in full for 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 entitled 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. The Trustee shall also be entitled to receive reimbursements for necessary expenses in the employment of counsel in executing the trust hereby created.

And it is agreed by and between the parties hereto, that coupons representing the several installments of interest upon the coupon bonds secured hereby, up to and including the installment of interest, payable on the 15th day of June, 1915, shall be annexed to the respective bonds at the time of their issue.

The said party of the first part, for itself, its successor or successors, hereby covenants to make, execute and deliver all such other 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 of this indenture; also to execute and deliver any further and reasonable and necessary deed or deeds, conveyance or conveyances to said Trustee, his successor or successors, for the more fully defining, designating and describing the railways and premises herein conveyed, and for the more fully securing the payment of said bonds particularly for the conveyance of any railways, lots, blocks, lands, property or premises or any right or interest therein, acquired by said party of the

first part, or its successor or successors, subsequent to the date hereof, pertaining to the premises conveyed by this indenture, whether now owned by the party of the first part, or hereafter acquired.

Provided Always, And this grant and conveyance is upon the express condition that upon payment in full of the bonds to be issued hereunder and the interest thereon, and on exhibiting the said bonds cancelled to the said Trustee, his successor or successors, then the estate, title, and interest of the said Trustee, his successor or successors shall cease, determine and become void, and he shall, upon the request of the said party of the first part 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 created and covenants faithfully to execute the same.

In Witness Whereof, The said parties hereto have caused these presents to be executed in triplicate, and its corporate seal to be hereto affixed, and the same to be attested by the signatures of the Trustee and the President and Secretary of the Waukesha Beach Electric Railway Company, this 15th. day of June, A. D., 1895.

The Waukesha Beach Electric Railway Company
By A. Mc. Jones
President.
Attest: T. E. Ryan
Secretary.

Waukesha Beach Electric Railway Company Corporate Seal.

In Presence of
C. M. Newberry
Agnes Belle Cahill

Andrew J. Frame. (Seal)

In Presence of
M. Mc. Frame
C. M. Newberry

State of Wisconsin } ss.
County of Waukesha }

Be it known that on the 15th. day of June, A. D., 1895, before me, the undersigned, a notary public duly commissioned in and for said county, and duly authorized to administer oath, and take acknowledgements of deeds, came A. Mc. Jones, President and T. E. Ryan, Secretary of the Waukesha Beach Electric Railway Company, and by me being duly sworn, did each depose and say, that they are respectively President and Secretary of the said company; that they know 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. They severally acknowledge the execution thereof to be their free act and deed, and the free act of said, The Waukesha Beach Electric Railway Company, for the purposes therein expressed.

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.

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

C. M. Newberry
Notary Public
Waukesha County, Wis.

C. M. Newberry Notary Public Waukesha Co. Wis.

State of Wisconsin } ss.
County of Waukesha }

Be it known that on the 15th day of June A. D. 1895, before me, the undersigned, a notary public duly commissioned in and for said county, and duly authorized to administer oaths, and take acknowledgements of deeds, came Andrew J. Frame, the party of the second part, and the Trustee named in the foregoing instrument, and the person who signed his name thereto as such, and acknowledged the execution thereof, to be his free act and deed, for the purposes therein expressed.

And I certify that he is personally known to me to be the person described in, and who executed this instrument.

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

C. M. Newberry
Notary Public
Waukesha County
Wis.

C. M. Newberry Notary Public Waukesha Co. Wis.

State of Wisconsin } ss.
Department of State }

Received this 21st day of June A. D. 1895 and recorded in Vol. 10 of R. R. Mortgs and Trust Deeds on pages 236-243 inc.

John Mc. Ewing
Assistant Secretary of State.

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Manitowoc & Western Railroad Company.

—to—

Edwin H. Abbot Trustee

—Mortgage—

This Indenture of Trust and Mortgage Made this first day of July, in the year of our Lord One thousand eight hundred and ninety five (1895), by and between the Manitowoc and Western Railroad Company, a Corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called the "Company", party of the first part, and Edwin H. Abbot as Trustee for the benefit of all such persons as shall be from time to time the holders of the mortgage notes hereinafter described, and hereinafter called the "Trustee", party of the second part, and the Manitowoc Terminal Company, a Corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called the "Terminal Company", party of the third part.

—Witnesseth; Whereas said Terminal Company has by deed bearing even date and to be recorded herewith, conveyed unto said Company the premises in the City and County of Manitowoc and State of Wisconsin more particularly hereinafter described, and has agreed to accept in payment of the purchase price of said premises, five hundred thousand dollars ($500.000), face value, of the so called Manitowoc Terminal Purchase Money Mortgage Notes of the Company, to be issued under and secured by this instrument as hereinafter set forth: and

— Whereas the respective parties to said conveyance have requested said Edwin H. Abbot to act as Trustee under this instrument, for the benefit of the holders of said mortgage notes.

Now Therefore, said Company, for and in consideration of the sum of Five Hundred thousand dollars ($500.000) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and by these presents doth grant, bargain, sell and convey to said Trustee, all and singular the following described tracts or parcels of land situate in the County of Manitowoc, in the State of Wisconsin, and particularly described as follows, to-wit:

— All of blocks numbered two (2), one hundred and forty eight (148), one hundred and forty nine (149), one hundred and fifty (150), one hundred and fifty one (151) and one hundred and fifty two (152); lots numbered five (5), six (6), seven (7), eight (8), nine (9) ten (10), eleven (11), and twelve (12) of block numbered one hundred and sixty eight (168); all of blocks numbered one hundred and sixty nine (169)

one hundred and seventy (170), one hundred and seventy one (171), one hundred and seventy two (172), one hundred and seventy three (173) and one hundred and eighty five (185); lots numbered nine (9) and ten (10) of block numbered thirty nine (39); and lots numbered one (1), two (2), three (3), four (4), and five (5) of block numbered sixty five (65); all according to the original recorded plat of said City of Manitowoc: subject to such rights, if any, as are vested in the Manitowoc Water Works Company, by virtue of a certain license or easement heretofore granted to said Company by the owners of a portion of block one hundred and forty nine (149) aforesaid, and not appearing of record.

— Also all of blocks numbered two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), and fourteen (14) in A. W. Buell's Subdivision of the City of Manitowoc, according to the plat of said subdivision recorded in the office of the Register of Deeds of Manitowoc County in Volume "D" of Deeds, on pages sixty (60) and sixty one (61).

— Also a strip, belt, piece or parcel of land, fifty (50) feet in width, through and across Government Lot six (6) of Section nineteen (19), Township nineteen (19) North, Range twenty four (24) each said strip comprising all that part of said Government Lot six (6) which is included within two lines drawn parallel with, one on either side of, and each twenty five (25) feet distant from the center line of the proposed railway of said Manitowoc Terminal Company, as the same is now located, surveyed and staked out over and across said Government Lot six (6).

— Also a strip, belt, piece or parcel of land through and across Government Lot three (3) of said Section nineteen (19), comprising all that part of said Government Lot three (3) which is included within two lines drawn parallel with, one on either side of, and each fifty (50) feet distant from the center line of the proposed railway above mentioned: said parallel lines extending northwesterly from the center line of Spring Street, so called, to a line drawn at right angles to the center line of said proposed railway and passing through a point thereon distant ninety five (95) feet in a northwesterly direction from a station stake on said line, numbered forty two (42), said point being also distant seven hundred and fifteen (715) feet in a southeasterly direction along said center line from the intersection thereof with the center line of the railroad now used and operated by the Chicago and Northwestern Railway Company; said above described strip being conveyed subject to the public right of easement and passage, if any, over and across Spring Street and High Street, so called.

— Also a strip, belt, piece or parcel of land through and across said Government Lot three (3), comprising all that part of said Government Lot which is included between two lines drawn parallel with, one

one on either side of, and each one hundred (100) feet distant from the center line of said proposed railway; said parallel lines beginning at a line drawn at right angles to said center line and passing through a point therein distant ninety five (95) feet in a northwesterly direction from a station stake on said line numbered forty two (42), said point being also distant seven hundred and fifteen (715) feet in a Southeasterly direction along said center line from the point where said center line intersects the center line of the Chicago and Northwestern Railway, as the same is now used and operated, and extending thence northwesterly to their intersection with the northeastern boundary line of the right of way now used and occupied by said Chicago and Northwestern Railway Company: said above described strip or belt being conveyed subject to the public right of easement and passage, if any, over and across High Street, so called.

——Also a strip, belt, piece or parcel of land through and across said Government Lot three (3) Comprising all that part of said Government Lot which is included between two lines drawn parallel with, one on either side of, and each fifty (50) feet distant from the center line of the said proposed railway of the Manitowoc Terminal Company: said parallel lines extending northwesterly from the southwestern boundary line of the right of way now used and occupied by the Chicago and Northwestern Railway Company, to the bank of the Manitowoc River.

——Also a strip, belt, piece or parcel of land through and across Government Lot two (2) of said Section nineteen (19) and through and across the southwest fraction of the Southwest quarter of Section nineteen (19), Comprising all that part of said Government Lot two (2) and of said Southwest fraction which is included within two lines drawn parallel with, one on either side of, and each fifty (50) feet distant from the center line of the proposed railway of said Manitowoc Terminal Company, as the same is now located, surveyed and staked out over and across said Government Lot two (2) and said Southwest fraction aforesaid,

——Together with all hereditaments, easements and appurtenances of whatsoever nature and description appurtenant to the above granted premises; and also all the railway of the said grantor as the same is now located, surveyed and staked out, constructed and to be constructed, acquired, maintained and operated, extending from Main Street in said City of Manitowoc to the westerly limits of said City, together with all its lands, right of way, easements and licenses, acquired and to be acquired, as well as all its depot grounds, tracks, bridges, viaducts, culverts, fences, depots, station houses, engine houses, turn tables, car houses, freight houses, wood houses, coal sheds, machine shops, docks, wharves, slips and all other

buildings, structures or improvements built and to be built, used or to be used in connection with said railroad, or any part thereof, or the business of the same, or in connection with terminal facilities therefor; 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 said railroad, or any part thereof, or any of the equipment or appurtenances thereof; and also all revenues, rents, tolls, sums of money and income arising and to arise from the premises herein before expressed to be conveyed and any of them; and also all corporate and other franchises, powers and privileges connected with or relating to the said railroad, or to its construction, maintenance or use, 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, appurtenances and movable property of every kind, 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, and all improvements and additions, now or hereafter made or to be made upon said railroad, or any part thereof, together with all easements, licenses, property, estate and rights of any nature whatsoever, whether real or personal, corporal or incorporal, to which said grantor now is or may hereafter be or become in law or equity entitled as appertaining to said railroad, and also all the books of account, deeds, leases, contracts, records, vouchers, papers and other documents of the grantor relating or appertaining to the title and the business, past present and future of said grantor, in respect to its said railroad; it being intended hereby that the lien of this trust shall cover, extend and attach to and upon, every part of the premises above described, from the moment that right or title thereto shall vest in said grantor. Meaning and intending hereby to convey the same premises conveyed to said grantor by the Manitowoc Terminal Company by deed bearing even date herewith, and being all and singular the real estate, premises and property acquired and to be acquired by the party of the first part which lies easterly of the point of junction between the main line of the Manitowoc and Western Railroad Company and the main line of the Manitowoc Terminal Company, on the west line of Section nineteen (19), Township nineteen (19), North of Range twenty four (24), East, said line being the western boundary line of said City of Manitowoc:-

——To Have and to Hold the Same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto

the said Trustee; but in trust always for the purpose of securing full and true payment, in gold coined money of the United States of standard weight and fineness, of the full sum of five hundred thousand dollars ($500.000), together with interest thereon at the rate of six (6) per centum per annum, payable semi-annually, according to the tenor of five hundred (500) certain mortgage notes, numbered from 1 to 500, both numbers inclusive, each for the sum of one thousand dollars ($1.000), and bearing interest coupons representing the interest payable semi-annually thereon from time to time accruing, all of said notes being of the form and effect, except numbers and distinguishing marks, of the copy annexed to this indenture and marked "A" ——————

The said Company doth hereby covenant with said Trustee as follows:

—First.—That said Company is lawfully seized of said premises, and has good right to convey the same. ——————

Second. That said Trustee shall quietly use, enjoy and possess the same, and that said Company will warrant and defend the title to the same against all lawful claims and demands of any and all parties whatsoever.

—Third.—That said Company will keep all buildings, track and other improvements on said premises in good repair and condition, and will not permit any waste thereof. ——————

—Fourth.—That said Company will pay all taxes and assessments of every nature whatsoever that may be assessed on said premises, or any part thereof, whenever and as the same shall become due and payable, and will make payment thereof before the time appointed for the sale of lands for non-payment of such taxes or assessments.

—Fifth.—That the Company will, at its own expence, insure and keep insured the buildings from time to time situated on said premises, at any and all times previous to the payment of said notes, in some first class insurance Company or Companies, satisfactory to and approved by the Trustee, for such reasonable sum as shall, from time to time be approved by said Trustee; and that said policies shall be made payable in case of loss to said Trustee to the amount secured by this indenture of trust and mortgage then remaining unpaid.

—Sixth.—That in case of failure by the Company to pay any such taxes or assessments, or to insure and keep so insured said buildings and structures, the Trustee may for and on account of the Company, and as its agent, cause said taxes or assessments, or either of them, to be paid, and may cause said insurance to be procured at the expense of said Company, and thereupon, at the election of the Trustee, may either enforce the payment of all sum or sums of money so advanced for said taxes, assessments and insurance, together with the interest thereon, and all costs and expenses had by said

second party on the premises, as if the same were a part of the mortgage debt then matured and unpaid, or may treat the same as additional indebtedness on the part of said Corporation to the Trustee, secured hereby, in which case the same shall draw interest from the date of the several advances made by the Trustee at the rate of eight (8) per centum per annum, and shall be deemed, and is hereby declared to constitute and be an additional lien upon the premises hereinbefore described to the amount of said advances, together with the interest thereon as aforesaid and to be collectible with, and as part of, and in the same manner as the original debt which this mortgage is given to secure. ——————

—Seventh.—That said Company shall pay the principal of and interest upon each said mortgage note above described 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 each said coupon when and as the same shall respectively become due and payable, but after such default shall pay all interest which shall thereafter accrue upon said note to the Trustee. ——————

——— The parties further mutually agree as follows: ———

—Eighth.—In case of the payment of taxes and assessments of any description upon the said premises by said second party, the receipt or receipts of the proper officer or officers collecting the same shall be, in the hands of said second party, conclusive evidence of the validity and amount of all such taxes and assessments.

—Ninth.—If any default shall be made by said Company in the payment of any of said taxes or assessments on said premises, or in the payment of any premium on said insurance, or in repayment of any sums expended by said second party in payment of said taxes, assessments or insurance, or in the payment of any interest coupons attached to the mortgage notes hereby secured, when and as the same, or either of the same, are hereby agreed to be paid, or in the performance of any of the conditions or covenants herein contained and to be kept or performed by said Company; and if any of said defaults shall continue for ten days after written notice thereof by the Trustee to the Company: then, at the option of said Trustee, and upon written notice to said Company, the whole sum hereby secured shall, at the election of said Trustee, be and become immediately due and payable, in like manner as if the whole debt had then by the terms hereof originally matured and become due and payable; and the Trustee may enforce the payment thereof in like manner as if the same had become due and payable according to the tenor of the notes hereby secured. The exercise of said option

and the election by said Trustee whether or not to declare the principal indebtedness hereby secured due, in case of any such default, before the time of its maturity, shall be vested absolutely in said Trustee, free from all control by any holder of said notes or by any other person or party whatsoever.

Tenth. If default shall be made in the payment of the notes above mentioned or any thereof, or of any coupons representing interest thereon, or of any taxes or assessments or insurance, when and as the same ought to be paid, or of any part of either of said obligations, at the time and in the manner herein specified, then the Company in such case doth hereby authorize and empower said Trustee to enter upon and sell the said hereby granted premises, (or so much thereof of said Trustee may elect to sell from and out of the same), either as one lot or in such subdivisions and portions as said Trustee shall deem then to be expedient, and to convey the same to the purchaser or purchasers thereof, agreeably to the statute in such case made and provided. The Trustee shall in such case, out of the moneys arising from such sale or sales, pay any sum or sums then in default, together with all lawful charges, costs and expenses in the premises and thereafter as doing Trustee shall pay the overplus, if any, to the Company.

Eleventh. If any default be made at any time in performance of any of the covenants of the Company hereinbefore contained, and such default shall continue for ten days after written demand by the Trustee upon said Company for performance of such covenants or covenant, the Trustee at the option of the Trustee, may personally or by attorneys or agents, enter into and upon all and singular the premises hereby conveyed, and each and every part thereof, and may thenceforth have, hold, use and operate the same and conduct the business thereof, and make from time to time all such repairs, alterations, additions and improvements thereon as the Trustee may deem necessary or expedient for the accommodation of the business to be thereon transacted, and may lease or otherwise permit other parties to use the said premises, and may collect and receive all the rents, issues and profits thereof, and, after deducting all costs and expenses of transacting such business and of making such alterations, additions and improvements as the Trustee shall from time to time deem expedient, and after payment of all charges or liens on said premises, prior to the lien of these presents, if any, and after deducting reasonable compensation for the services of the Trustee, said Trustee shall apply the moneys arising as aforesaid, so far as the same are applicable hereunder, as if no such default had occurred, to the payment of interest upon the

mortgage notes secured by this indenture, with due regard to the priorities existing among said coupons; and, after paying all interest which shall have become due, and providing for the regular future payments of such interest as shall thereafter mature, if it shall then appear expedient, then said Trustee may restore the premises aforesaid to the possession of said Company as if no such entry had ever been made, subject, however, in all respects, to the covenants and conditions of this indenture. This power of entry is in addition to, and not in substitution for the other powers hereby granted to said Trustee, and may be exercised as often as occasion therefor shall in the judgment of said Trustee arise pending this trust; and the exercise thereof may continue, unless and until the holders of a majority in amount of the then outstanding and unpaid mortgage indebtedness shall in writing otherwise request.

Twelfth. This indenture of trust and mortgage shall be deemed to be and be a lien upon all and singular the premises hereinbefore described, and upon all tracks, switches, iron and steel rail, ties, freight houses, warehouses, docks, wharves, slips, engine houses, and all structures held or belonging thereto, and all improvements of whatsoever nature, character or description connected therewith, as well those which now exist as those which may hereafter be added to or constructed upon said premises; Provided, However, that nothing herein shall be construed to prevent said Company from creating a lien by mortgage or otherwise, upon any addition to or improvements upon the premises covered by this trust, whether real or personal, in order to secure payment of the purchase price of such addition or improvement.

Thirteenth. Said Trustee, for and in behalf of each and every holder of the mortgage notes hereinbefore described and hereby secured, does hereby covenant and agree to and with said Company and with each and every holder of any or all said mortgage notes, and declares that each and every such holder, in and by his acceptance and receipt of said mortgage note, admits and agrees that all said mortgage notes stand among themselves equally secured by this indenture, and that all interest coupons attached to said notes shall have priority among themselves in the order in which they respectively mature; and that no action at law shall be maintainable on any coupon by the holder thereof without the previous written consent of the Trustee. Upon any default or breach of condition hereof, and after demand has been made upon said Company for payment of said notes or for payment of any coupon thereof by said Trustee, all rights and right of action whatsoever, whether at law or in equity, upon each and every and any of said notes and coupons, shall thereafter vest exclusively in said Trustee for the equal proportionate benefit of all holders

of all said mortgage notes and Coupons according to the priorities hereinbefore declared. Any action authorized or taken by the Trustee with the written assent of the holders of a majority in interest of said mortgage notes shall not be controlled or in any way interfered with by the holders of any other notes, upon any ground whatsoever, unless by such action an unequal advantage or preference is secured thereby to said major over said minor interests. The written assent of the Major interest in said notes shall be conclusive and indisputable justification to the Trustee for an action which the Trustee may take in the exercise of the discretion of the Trustee for the joint and equal benefit of all holders of said notes.

——Fourteenth. The Company and every person who at any time becomes the holder of any mortgage notes hereby secured, in and by his acceptance thereof, covenants to, with and through said Trustee and with said Company, and with each and all other persons who shall ever become holders of any of said mortgage notes, that this indenture enters into and forms a part thereof, and of each Coupon thereto attached, and that said Trustee shall stand vested with all and singular the powers herein expressly granted, in addition to all the customary powers of trustees in similar case by law provided.

——Fifteenth. If the Company shall well and truly pay or cause to be paid all and singular the mortgage notes hereinbefore described, when and as the same become due and payable, and shall also well and truly pay or cause to be paid all and singular the interest Coupons thereto attached, when and as they mature, upon said notes, from time to time, together with reasonable compensation to the Trustee, and shall in all respects, well and truly perform its covenants herein contained, then this deed shall be null and void, and said Trustee shall execute and to said Company at its sole cost and expense, a good and sufficient release or satisfaction thereof; but otherwise and until said payments, this indenture of trust and mortgage shall be and remain in full force and virtue.

——Sixteenth. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to his acceptance of said trust by said Trustee, that he shall not in any manner be responsible for any act, default or misconduct of any agent by him employed, nor shall he be answerable except for his own wilful default or misconduct.

——The 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 associate or associates, or successor or successors in said trust, he shall be thenceforth discharged.

——Seventeenth. The Mortgagor proposes to issue hereunder and secure hereby Construction scrip not exceeding in all thirty seven thousand five hundred dollars ($37,500), face value, representing interest accruing for the period commencing on July 1st, 1895 as the agreed date of issue of its said mortgage notes hereby secured, and ending on the 30th day of September 1896. Said Construction scrip shall be of the tenor and effect of the form thereof annexed hereto and made part of this indenture.

It is mutually agreed that payment not later than October 1st 1900 of all said construction scrip, principal and interest is secured by this instrument, and any failure to pay said construction scrip in full, principal and interest, at the date of maturity thereof shall be deemed a default which shall entitle said scrip to all the rights which are in and by this instrument vested in the Purchase Money Mortgage notes issued hereunder and secured hereby; and this scrip shall be entitled after said last mentioned date, to be paid before any other first mortgage bonded interest accruing subsequent to said date.

In Witness Whereof, the Manitowoc and Western Railroad Company, and the Manitowoc Terminal Company have each caused these presents to be signed by its president and secretary respectively, thereunto lawfully authorized, and have caused their common seals to be hereto affixed, and said Trustee hath hereunto set his hand and seal in token of his acceptance of said trust, the day and year first above written, this indenture being executed in triplicate

Manitowoc and Western Railroad Company

In presence of
Thos. H. Gill
John H. Peterman

By W. G. Moore
President

Countersigned:
L. R. Howell
Secretary

Manitowoc and Western Railroad Company Seal 1895

Manitowoc Terminal Company

In presence of
Thos. H. Gill
John H. Peterman

By E. B. Greenleaf
President

Countersigned:
Edgar C. Hoe
Secretary

Manitowoc Terminal Company Seal

Edwin H. Abbot (Seal)
Trustee.

United States of America
State of Wisconsin.

$1000. $1000.

No. ---------

Manitowoc and Western Railroad Company.
Manitowoc Terminal Purchase Mortgage Note

For Value Received, the Manitowoc and Western Railroad Company a Corporation duly organized under the laws of Wisconsin, promises to pay to the bearer hereof, at the Merchants National Bank in the City of Boston, Mass. One Thousand Dollars, ($1000) in ten years from the first day of October, A. D. eighteen hundred and ninety six (1896) with interest thereon at the rate of six per centum per annum, payable semi-annually on the first day of April and October in each year and at the same rate until this note and interest is wholly paid, on the presentation and surrender of the interest Coupons hereto attached and numbered 1 to 20 inclusive, as they severally become due according to their tenor.

This note is one of a series of five hundred notes of even date and like tenor and amount herewith, each for the sum of one thousand dollars, and numbered from 1 to 500, both inclusive, and all jointly and equally and without priority secured by a purchase money mortgage to Edwin H. Abbot of Cambridge in the State of Massachusetts, as Trustee for the holders of said notes. Said Mortgage covers all the real estate and other property conveyed to the Manitowoc and Western Railroad Company by the Manitowoc Terminal Company by deed bearing even date with said mortgage, and is by its terms made a first lien upon all said real estate and all the terminal grounds and railway yards of said Manitowoc and Western Railroad Company in the City of Manitowoc in the County of Manitowoc and State of Wisconsin, as well as upon all right of way, main, side, team and spur tracks, depot buildings, bridges, engine houses, warehouses, docks, slips, wharves and other property now located or hereafter placed upon said premises, as well as all franchises, rights of way and other easements acquired and to be acquired and all facilities and property of every description now or hereafter acquired by said Manitowoc and Western Railroad Company in any way appurtenant to, or valuable for use in connection with the maintenance and operation of the railway terminals herewith acquired from said Manitowoc Terminal Company and lying easterly of the western boundary line of the City of Manitowoc, being the western line of Section nineteen (19), Township Nineteen (19), North of Range twenty four (24) East, in the City and County of Manitowoc and State of Wisconsin. Said mortgage is recorded

in the Registry of Deeds of Manitowoc County, Wisconsin, and is a part of this note and of every Coupon hereto attached, and the notes issued under and secured thereby are given in part payment of the purchase price of said premises.

Witness the corporate seal of the Manitowoc and Western Railroad Company and the hands of its President and its Secretary, thereunto respectively authorized, this tenth day of June, A.D. one thousand eight hundred and ninety five.

Manitowoc and Western Railroad Company
By President

Secretary

$30. On the first day of October 1906, the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston Mass. in gold Coined money of the United States, Thirty dollars, being six months interest due that day on its Manitowoc Terminal purchase money Mortgage note, Dated June 10th 1895

W. G. Moore, President. No.
Coupon No. 20.

$30. On the first day of April 1906 The Manitowoc and Western Railroad Company, will pay on the surrender of this Coupon, at the Merchants National Bank in Boston, Mass. in gold Coined money of the United States, Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note, Dated June 10th A.D. 1895

W. G. Moore, President. No. Coupon No. 19.

$30. On the first day of October 1905, the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston, Mass. in gold Coined money of the United States, Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note, dated June 10th A.D. 1895.

W. G. Moore, President. No. Coupon No. 18.

$30. On the first day of April 1905. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston. Mass. in gold Coined Money of the United States, Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895.

W.G. Moore. President. No. Coupon No. 17.

$30. On the first day of October 1904. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston Mass in gold coined money of the United States Thirty dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President No. Coupon No. 16.

$30. On the first day of April 1904. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants' National Bank in Boston. Mass. in gold Coined money of the United States. Thirty dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note. Dated June 10th A.D. 1895.

W.G. Moore President. No. Coupon No. 15.

$30. On the first day of October 1903. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants' National Bank in Boston Mass. in gold Coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President No. Coupon No. 14.

$30. On the first day of April 1903. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston, Mass. in gold Coined money of the United States, Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President No. Coupon No. 13.

$30. On the first day of October 1902. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston, Mass, in gold Coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President No. Coupon No. 12.

$30. On the first day of April 1902. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston Mass. in gold Coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President No. Coupon No. 11.

$30. On the first day of October 1901. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston. Mass. in gold Coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 10

$30. On the first day of April 1901. the Manitowoc and Western Railroad Company will pay on surrender of this Coupon, at the Merchants National Bank in Boston. Mass. in gold Coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 9.

$30. On the first day of October 1900. the Manitowoc and Western Railroad Company. will pay on surrender of this Coupon, at the Merchants National Bank in Boston Mass. in gold Coined money of the United States, Thirty Dollars. being six months interest due that day on its Manitowoc Terminal Purchase money Mortgage note. Dated June. 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 8.

$30. On the first day of April 1900. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston. Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note, Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 7.

$30. On the first day of October 1899. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston. Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895.

W.G. Moore. President. No. Coupon No. 6.

$30. On the first day of April 1899. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston. Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 5.

$30. On the first day of October 1898. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston, Mass. in gold coined money of the United States, Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 4.

$30. On the first day of April 1898. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston. Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895

W.G. Moore. President. No. Coupon No. 3.

$30. On the first day of October 1897. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston, Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895.

W.G. Moore. President. No. Coupon No. 2.

$30. On the first day of April 1897. the Manitowoc and Western Railroad Company, will pay on surrender of this coupon, at the Merchants National Bank in Boston. Mass. in gold coined money of the United States. Thirty Dollars, being six months interest due that day on its Manitowoc Terminal Purchase Money Mortgage note. Dated June 10th A.D. 1895.

W.G. Moore. President. No. Coupon No. 1.

Manitowoc and Western Railroad Company.

Manitowoc Terminal Purchase Money Mortgage Construction Scrip.

$37,500. Copy. No.—

The Manitowoc and Western Railroad Company hereby, for value received, promises to pay to Edwin H. Abbot, as Trustee, or to the bearer hereof, at the office of the United States Trust Company in the City of New York, in gold coin of the United States of the present standard of weight and fineness, on the first day of October A.D. 1900, the sum of thirty seven thousand, five hundred dollars, ($37,500.), together with interest thereon until paid, at the rate of seven (7) per centum, per annum, reserving, however, the right on the first day of October in any previous year to pay this obligation in full, principal and interest then accrued, without notice, cost or expense. All interest accrued shall be paid with the principal when this scrip is redeemed.

Payment of this obligation is secured by the so-called Manitowoc Terminal Purchase Money Mortgage of the Manitowoc and Western Railroad Company bearing even date herewith, duly made, executed and delivered unto said Trustee, and thereafter recorded in the office of the Register of Deeds for the County of

Manitowoc in the State of Wisconsin. Recourse for payment hereof shall never be had to the individual liability of any stockholder.

This scrip is not valid unless and until countersigned by said Trustee.

Witness the corporate seal of said Manitowoc and Western Railroad Company and the hand of W.G. Moore its Treasurer, this first day of July A.D. 1895.

Manitowoc and Western Railroad Company.

By

President

Countersigned

Treasurer

Trustee.

State of Wisconsin, } ss.
Milwaukee County }

On this 12th day of July A.D. 1895. before me appeared W.G. Moore, to me personally known, who being by me duly sworn did say, that he is President of the Manitowoc and Western Railroad Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W.G. Moore acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial seal, the day and year first above written

Thos. H. Gill
Notary Public
Milwaukee County, Wis.

Thos. H. Gill
Notary Public
Milwaukee County, Wisconsin.

State of Wisconsin, } ss.
Milwaukee County }

On this 12th day of July A.D. 1895. before me appeared Emory B. Greenleaf to me personally known, who being by me duly sworn did say, that he is President of the Manitowoc Terminal Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Emory B. Greenleaf acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and Notarial seal, the day and year first above written

Thos. H. Gill
Notary Public
Milwaukee County, Wisconsin.

State of Wisconsin, } ss.
Department of State }

Received this 22nd day of July A.D. 1895 and recorded in Vol. 10 of R. R. Mtgs. and S. D. on page 244-250.

John M. Emery, Assistant Secretary of State

July 4

Milwaukee and Lake Winnebago Railroad Company First Mortgage Upon the Manitowoc Division.

This Indenture, made this first day of July, A.D. eighteen hundred and ninety-five (1895), by and between the Milwaukee and Lake Winnebago Railroad Company, a corporation organized under the laws of the State of Wisconsin, hereinafter called the "Winnebago Company" party of the first part, and John A. Stewart, of New York, in the county and State of New York, Edwin H. Abbot, of Cambridge, in the county of Middlesex and State of Massachusetts, and Rowland B. Hazard, of Peace Dale in the State of Rhode Island, hereinafter called the Trustees, parties of the second part;

Witnesseth: That whereas said Winnebago Company has acquired its so-called Manitowoc Division, being that railroad formerly known as the Manitowoc and Western Railroad, extending from its terminal grounds lying west of Main Street, south of Chicago Street, and easterly of the Manitowoc River, in the city of Manitowoc and State of Wisconsin, and thence running in a general westerly direction to a point of connection with the Chicago, Milwaukee and St. Paul Railway at Hilbert Junction, subject to five hundred thousand dollars ($500,000) face value of the so-called Manitowoc Terminal Purchase Money Mortgage Notes, drawing six (6) per cent interest and now subject to redemption and retirement according to the terms of said mortgage; and thence, either by contract over the Chicago, Milwaukee and St. Paul Railway, or over its own railway to be constructed, from the westerly terminus of said Manitowoc and Western Railroad at Hilbert Junction to a connection with the tracks of the Wisconsin Central Railroad Company at Menasha, said tracks between Menasha and Hilbert Junction and the Manitowoc and Western Railroad, formerly so-called, between Hilbert Junction and Manitowoc, being used and operated together so as to form a continuous through line of railway from Menasha to and into the city of Manitowoc and said railway and lake terminal facilities provided in said city of Manitowoc being adequate for all business from and to Manitowoc aforesaid originating on the so-called Wisconsin Central System of railways, which extends from Menasha aforesaid to and from Ashland, St. Paul, Minneapolis, Minnesota Transfer, Portage City, Eau Claire and intermediate points; and

Whereas, the Winnebago Company reserves the right, whenever and if it shall hereafter so determine, to construct its own line of railway westerly from Hilbert Junction and abandon the use under contract, if any, of said tracks of the Chicago, Milwaukee and St. Paul Railway Company; and

Whereas, the Winnebago Company is about to create an issue of one

million dollars ($1,000,000.) face value, first mortgage bonds as hereinafter described, to be styled "Manitowoc Divisional Bonds", and to secure, as hereinafter stated, the payment of the principal and interest of said bonds by this mortgage or deed of trust to said trustees covering its said Manitowoc Division; and

Whereas, the Winnebago Company hereby covenants that the total issue of first mortgage bonds on its said Manitowoc Division above described from Kiesel to Manitowoc aforesaid, shall not exceed said sum of one million dollars ($1,000,000); and

Whereas, each of said bonds is to be for the sum of one thousand dollars ($1,000.) payable in thirty (30) years from the first day of October, A.D. 1896, with interest at the rate of six (6) per centum per annum, payable semi-annually on the first days of April and October in each year, the first coupon maturing upon the first day of April A.D. eighteen hundred and ninety-seven (1897), on each of said bonds; and

Whereas, said bonds, excepting in numbers and distinguishing marks, are of the substantial form and effect of the form annexed to this indenture and made part thereof;

Now, therefore, the Milwaukee and Lake Winnebago Railroad Company, in consideration of one dollar and divers other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, released, conveyed and confirmed unto said John A. Stewart, Edwin H. Abbot and Rowland H. Hoag, and, as they are Trustees herein named, parties of the second part, all that railroad known and to be known as the Manitowoc Division of the Milwaukee and Lake Winnebago Railroad, constructed and to be constructed or acquired, maintained and operated, from a point on the Wisconsin Central main line, in or near Manasha, in the county of Winnebago and State of Wisconsin, thence running about forty-five (45) miles easterly to its railway and lake-terminal grounds formerly owned by the Manitowoc Terminal Company, in the city of Manitowoc and State of Wisconsin, said Winnebago Company hereby expressly reserving the right to construct its line from Hilbert Junction to Manasha and Kiesel when and if such construction shall hereafter be deemed desirable in lieu of operation under contract over the tracks of any other corporation, together with all its lands acquired and to be acquired, as well as all its right 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 Manitowoc Division, 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 to said Manitowoc Division, or any part thereof, or any of the equipment or appurtenances thereof; and also all revenues, rates, tolls, sums of money and income arising and to arise from the premises hereinbefore expressed to be conveyed, and any of them; and also all corporate and other franchises, powers and privileges connected with or relating to the said Manitowoc Division, or to its construction, maintenance or use, 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, appendages, appurtenances and movable property of every kind acquired or to be acquired, used or to be used, in the construction or operation of any part of said Manitowoc Division, whether now completed or hereafter to be built, and all improvements, extensions and additions, now or hereafter made or to be made upon any and all of said Manitowoc Division, 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 thereto, 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, records, vouchers, papers and other documents relating or appertaining to the title and the business, past, present and future, of said company, in respect to its said Manitowoc Division.

And these presents further witness that said first party, in consideration aforesaid, has granted, bargained, sold assigned, transferred, released, conveyed and confirmed unto said Trustees herein named, parties of the second part, but subject in all respects to the lien securing payment, principal and interest, of one million four hundred and thirty thousand dollars ($1,430,000.), face value, first mortgage bonds, and five hundred and twenty thousand dollars ($520,000.), face value, income bonds, issued under and secured by a certain indenture of trust and mortgage, dated the twenty-seventh day of March, A.D. 1882, executed and delivered by said first party as grantor and mortgagor to John A. Stewart, Edwin H. Abbot and George Hoffman as grantees and mortgagees (said Hoffman being at this date deceased), and thereafter duly recorded as required by law, reference whereto is hereby made, all that railroad known as the Milwaukee and Lake Winnebago Railroad, hitherto constructed, acquired, main-

lined and operated, from a point on the Wisconsin Central main line, in or near Neenah, in the county of Winnebago and State of Wisconsin, thence running about sixty-five (65) miles southerly to a connection with the Chicago, Wisconsin and Minnesota Railroad, so-called, and to a point on the Chicago, Milwaukee and St. Paul Railway, in or near Schleisingville, so-called in the county of Washington and said State of Wisconsin (said Winnebago 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 found to be desirable), together with all its lands acquired and to be acquired, as well as all its right 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 or to be held for use in connection with said railroad, last above described, 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 thereof; and also all revenues, rates, tolls, sums of money and income arising and to arise from the said railroad last above described, or from the premises hereinbefore expressed to be conveyed, and any of them; and also all corporate and other franchises, powers and privileges connected with or relating to the said railroad, or to its construction, maintenance or use, 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 last above described, whether now completed or hereafter to be built, together with all appendages, appurtenances and movable property of every kind; and all improvements, extentions and additions, now or hereafter made or to be made to or upon any and all of the last above described railroad, together with all easements, licenses and property, estate and rights of any nature whatsoever, whether real or personal, corporeal or incorporeal, to which said party now is or may hereafter be or become in law or equity entitled as appertaining to said railroad last above described, meaning and intending hereby that the lien of this trust shall, subject to said indenture of trust and mortgage and the bonds issued thereunder, all being dated March 27, A. D. 1872, attach to and upon every part of the premises above described; and also all the books of account, deeds leases, certificates, contracts, records, vouchers, papers and other 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 first party from hereafter separately mortgage any extension of its 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 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 hereinbefore 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. Abbot and Rowland B. Hazard, 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 or holders of said bonds, the payment of the first mortgage Hamiltonwe Divisional Bonds hereinbefore described, together with interest thereon; and for the further carrying into effect the conveyance herein expressed, said company doth hereby appoint John A. Stewart, Edwin H. Abbot and Rowland B. Hazard, 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, chattles 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.

Provided, further, and it is hereby mutually agreed, that subject to the lien of the one million dollars, ($1,000,000.) Hamiltonwe Divisional Bonds created and issued hereunder and secured hereby, upon the said Hamiltonwe Division of the railway of said first party and subject also to the right reserved to acquire additional property and secure payment of the purchase price thereof by separately

mortgaging the same. the lein of the first mortgage and income bonds which have been heretofore issued under and secured by said indenture of trust and mortgage, dated March 27, A. D., 1882, executed and delivered by said first party to said John A. Stewart, Edwin H. Abbot and George H. Hoffmann, as trustees, hereinbefore more particularly described, shall be and the same hereby is extended to all and singular the premises hereinbefore expressed to be conveyed to said Trustees herein named as security for the payment of said one million dollars ($1,000,000), Hamiltonwe Divisional Bonds.

The first party and the second parties hereby mutually stipulate and agree that the first party is authorized to sell not exceeding five hundred thousand dollars ($500,000) of the so-called Hamiltonwe Divisional Bonds issued under and secured by this indenture, for the purpose of acquiring good title to and ownership of all the railway easterly of the western boundary line of the city of Hamiltonwe, as well as the passenger station, depot grounds, freight houses, elevators, freight yard, car ferry, slips, wharves, dock and other property owned or acquired by the Hamiltonwe Terminal Company; and further mutually stipulate and agree that the first party is further authorized to sell not exceeding three hundred and twenty-five thousand dollars ($325,000) face value of said Hamiltonwe Divisional Bonds, or apply the proceeds thereof, in the acquisition of good title to and ownership of all that line of railway formerly known as the Hamiltonwe and Western Railroad, extending from a junction with the railway of said Hamiltonwe Terminal Company at the western boundary line of the city of Hamiltonwe thence in a westerly direction to a point of junction with the tracks of the Chicago, Milwaukee and St. Paul Railway Company at Hilbert Junction, so called; and is further authorized in like manner to apply the residue of said Hamiltonwe Divisional Bonds, to wit, one hundred and seventy-five thousand dollars ($175,000) and the proceeds thereof, as well as such bonds, if any, and the proceeds thereof, as shall remain after the acquisition of said railway properties lying easterly of Hilbert Junction, so called, to the construction or acquisition of its own line of railway and tracks between Hilbert and the present terminus of the Milwaukee and Lake Winnebago Railroad, in Kranch, whenever and if it shall so reach Hilbert, otherwise than by contract with any other corporation for use of tracks not owned exclusively by said first party, to the end that it may hereafter, in its discretion, provide its own line of railway between said Hilbert Junction, so-called, and a point of connection with the Wisconsin Central Railroad or the Milwaukee and Lake Winnebago Railroad, at Kranch or Hamachee, as shall to it at any time seem expedient.

The first party and the second parties further mutually stipulate and agree that the first party may, at its option, on any interest day, by giving six months previous notice of its intention so to do, redeem all bonds issued hereunder, by payment to the holder thereof, in gold coined money of the United States of the present standard of weight and fineness, of one hundred and ten (110) per centum of the face value thereof, together with all interest then accrued and unpaid. It is stipulated and agreed that such notice of intention to redeem shall be deemed to be and be sufficiently given if the same shall be published at least once a month in each of the six months immediately preceding the date specified for redemption, in some newspaper then having a general circulation in financial circles in each of the cities of Boston and New York, or, at the election of said Trustees, in the "Commercial and Financial Chronicle" now published in the city of New York.

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 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 hereinbefore mentioned with all the powers herein expressly granted in addition to all the customary powers of such Trustees, for and for the trusts, intents and purposes hereinafter particularly mentioned and set forth.

Said Hamiltonwe Divisional Bonds shall stand among themselves equally secured by this indenture, but all coupons upon said bonds shall, in any and all legal proceedings instituted by said Trustees for the effectual securing thereof, have priority and shall be entitled to be paid in the order in which they respectively mature

It is further expressly agreed that no action at law shall be maintainable on any coupon 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 bonded indebtedness or by the Trustees for the common benefit of all the bonded indebtedness as hereinafter provided. Said company covenants, and every person who at any time becomes the holder of any bond hereby secured, covenants hereby in and by his acceptance thereof to, with and through said Trustees, and with said company, and each and all other persons who shall ever become holders of bonds issued hereunder and secured hereby, that this indenture enters into and forms a part of each such bond and each such coupon; 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 successors, survivor, successors, successor and assigns and each and all of said bondholders and coupon holders, 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, to the holder of said bond, so long as there is not any default or breach of the stipulations of this indenture, when and as the same shall respectively become due and payable, according to their several tenor and effect; and covenants, after such default, to pay the same to the Trustees for the time being; and also covenants to pay every and all taxes at any and every time assessed on said bonds and and coupons by the United States, so that the holder thereof shall receive the full amount of each of his said bonds and coupons 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 coupon thereof, by said Trustees, their successors or successor, all rights 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 or successor, for the equal proportionate benefit of all holders of said bonds.

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 are 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.

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 the 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 laws, which have 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 so 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 releases 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 being, 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, in 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 movable 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 or Trustee, 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, at such price as said Trustees 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 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 Divisional 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 so sold and covered by this indenture, and to apply the same for the use and benefit of the Divisional mortgage bonded indebtedness, then outstanding under this indenture in the first instance, and thereafter for the use and benefit of the bonded indebtedness secured under the first mortgage of this company upon its railroad southward from Neenah dated March 21, A.D. 1892, and thereafter, if said last named bonded indebtedness is adequately protected, for the benefit of subsequent equities as shall then appear, and all right and title to said premises shall, after and upon such purchase, vest in said Trustees or Trustee for the time being. If such sale be of the whole property, and the same be bid in for the benefit of the Divisional mortgage bonded indebtedness, at a price less than the amount of said Divisional mortgage bonded indebtedness, then each Divisional 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 Divisional mortgage bonded indebtedness hereby secured; and said Trustees may take such lawful measures as, in their judgment, are for the interest of said bondholders, in organizing a new company or corporation for the benefit of the holders of the 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 Divisional 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 said 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 Tenth. If default be made in the payment of any interest or principal upon any of the 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 be so adjourned; and may make and deliver to the purchaser or purchasers thereof good and 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, 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 Divisional Bonds and coupons as are at that time unpaid, whether or not said bonds shall have previously become due by the terms thereof; 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 Divisional coupons; and third, shall, if any surplus shall then remain after the Divisional mortgage bonded indebtedness and all costs and expenses are paid in full, said Trustees shall pay the net residue over to the Trustees of the first mortgage of said company, dated March 31, 1902, for the benefit of such other parties as shall then be under said mortgage of 1902, or under this present mortgage, or in any other way entitled lawfully to receive the same. If such sale be of part only of the mortgaged premises this power of sale may be exercised whenever 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, 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, 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 payments 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 those of their attorneys and of all other persons by them employed, said Trustees shall apply the money 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 secured by this mortgage, in the order in which said interest is payable, 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 funding 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 bonded indebtedness shall otherwise in writing request. ———

Article Twelfth. The Trustees or Trustee for the time being are authorized in their or his discretion to enforce the rights of the bondholders under these presents in case of default as shall be most expedient in their discretion for the common and equal benefit of all the 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:- _____

1. If such default be in any other thing than in payment of the interest upon or the principal of said bonded indebtedness, 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. _____

2. If such default be in the payment of any interest upon or the principal of said bonds, then upon written requisition, signed 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 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 bonds as are then in default, by suits, 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 bonds as are in default. But upon such written requisition, signed by the holders of a majority of all 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 outstanding bonds 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 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 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 instrument in the holders of the larger part of such bonded indebtedness as do not join in signing such requisition or requisitions, it being the intent of this provision to secure to the holders of the majority in interest of all said Divisional bonds secured under 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.

3. No provisions 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 que trust, and any action of either Trustees or Bondholders 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 word "Trustee", whenever used herein, shall be construed to include the Trustees hereinabove 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 Fourteenth. 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 or Trustee may, with the consent of the holders for the time being of a majority of all the Divisional 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 to be recorded in the office of the Secretary of State for the State of Wisconsin; and thereupon all the estate of the outgoing 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 the Eastern 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 quarter (1/4) 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 originally been 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 Fifteenth. 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 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 associate or associates and successors in said trust, he shall be thereforth discharged.

Article Sixteenth. This indenture covers any and all trackage agreements made by the first party with the Chicago, Milwaukee and St. Paul Railway Company, whether now or hereafter executed, whereby the first party may or shall become entitled to use the tracks of said last-mentioned company between Nemaska and Wilbur Junction, and it is agreed that all the bonds issued under or in any way secured by this indenture are entitled to all the benefits of said agreement, in event of default hereunder by the Wisconsin 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 and the bonds in any way secured under this indenture

subject, however, to compliance with the terms and provisions of such trackage agreements.

Article Seventeenth. Whereas the railway of the first party lying south of Neenah is owned by lease to the Wisconsin Central Railroad Company, dated March 2[illegible], A. D. 1892, which was made prior to said indenture of trust and mortgage executed and delivered by the first party to John A. Stewart and Edwin H. Abbot and George Neff now, Trustees, bearing even date herewith, and it may prove desirable to said lessee corporation, its successors or assigns, to acquire the right to use the Manitowoc Division and terminals of the first party, it is therefore agreed that the first party may, after having previously obtained consent in writing of the Trustees for the bonds secured by this Deed of Trust herein to the terms and conditions thereof, enter into an agreement with said lessee, its successors, lessees or assigns under and by virtue whereof it or they shall be or become entitled to use said Manitowoc Division and terminals in common with such other persons or corporations as shall from time to time be admitted to the use of said Manitowoc Division and terminals by the first party, and to be, in like manner as is stipulated in said mortgage of 1892, protected in the continuance of such use against the consequence of any default in the payment of principal of or interest upon any of the bonds secured upon said Manitowoc Division and terminals, under and by virtue of this indenture.

Article Eighteenth. The mortgagor shall have the right to issue hereunder and secure hereby interest scrip not exceeding in all seventy-five thousand dollars ($75,000.), face value, representing interest accruing for the period commencing on July 1, A. D. 1898, as the agreed date of sale of its Manitowoc Divisional Bonds, and ending on the thirtieth day of September, A. D. 1916. Said interest scrip, except in number and distinguishing marks, shall be of the tenor and effect of the form annexed to this indenture and made part hereof. It is mutually agreed that payment, not later than October 1, A. D. 1900, of all said interest scrip, principal and interest, is secured by this instrument, and any failure to pay said scrip in full, principal and interest, at the date of maturity thereof shall be deemed a default which shall entitle said scrip to all the rights which are in and by this instrument vested in the coupons annexed to the bonds issued hereunder and secured hereby and representing said Divisional bonded interest, and shall have the same effect as a default in the payment of said coupons, and this scrip shall be entitled, after October 1, A. D. 1900, to be paid before any other Divisional bonded interest accruing subse-

grant to said date.

In witness whereof, the Milwaukee and Lake Winnebago Railroad Company have caused these presents to be signed by its vice-president and assistant treasurer thereunto specially authorized by votes of the stockholders of said company, and its corporate seal to be hereto affixed, and said John A. Stewart. Edwin H. Abbot and Rowland B. Hazard have hereunto set their hands and seals in token of their acceptance of the trusts herein created this first day of July, one thousand eight hundred and ninety-five (1895).

Milwaukee and Lake Winnebago Railroad Company

By Emory B. Greenleaf
Vice-President.

Henry Mitchell
Assistant Treasurer

John A. Stewart (Seal)
Edwin H. Abbot (Seal)
Rowland B. Hazard (Seal)

In the presence of
A. H. Leary
A. H. Leary Jr. } to E. B. Greenleaf Esq
E. H. Abbot and R. B. Hazard

George R. Brackett
Henry R. Sawyer } to Henry Mitchell

In presence of
Edward W. Sheldon
Henry B. Taylor } as to John A. Stewart

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

Be it remembered that on this 16th day of July A. D. one thousand eight hundred and ninety-five personally appeared before me Emory B. Greenleaf to me known to be the Vice-President of the Milwaukee and Lake Winnebago Railroad Company and the person who was specially authorized to sign, and signed the foregoing instrument, for and in behalf of said company, and that he duly acknowledged the same to be the free act and deed of the said Milwaukee and Lake Winnebago Railroad Company for the uses and purposes therein expressed.

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

P. J. Jamieson. Notary Public. Kings Co.
Certificate filed in N. Y. Co.

P. J. Jamieson
Notary Public
Kings County

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

I, Henry D. Emery, 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 P. J. Jamieson has filed in the Clerks Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings, with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgement to be genuine.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County the 16th day of July 1895.

Henry D. Emery, Clerk

New York Seal.

State of Wisconsin
City and County of Milwaukee } ss.

Be it remembered that on this twentieth day of July, A. D. one thousand eight hundred and ninety-five, personally appeared before me Emory B. Greenleaf to me known to be the vice-president of the Milwaukee and Lake Winnebago Railroad Company, and the person who was specially authorized to sign, and signed the foregoing instrument for and in behalf of said company, and that he duly acknowledged the same to be the free act and deed of the said Milwaukee and Lake Winnebago Railroad Company for the uses and purposes therein expressed.

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

Edgar H. Hoxe
Notary Public. Milwaukee
County, Wisconsin

Edgar H. Hoxe Notary Public Milwaukee Co. Wis.

Commonwealth of Massachusetts
City of Boston and County of Suffolk } ss.

Be it remembered that on this fifteenth day of July, A. D. one thousand eight hundred and ninety-five personally appeared before me Henry Mitchell, to me known to be the assistant treasurer of the Milwaukee and Lake Winnebago Railroad

Company, and the person who was specially authorized to sign and signed the foregoing instrument for and in behalf of said company, and that he duly acknowledged the same to be the free act and deed of the said Milwaukee & Lake Winnebago Railroad Company, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Joseph H. Wellman
Notary Public.
Suffolk County
Massachusetts

Joseph H. Wellman Notary Public Commonwealth of Mass.

State of Wisconsin } ss.
County of Milwaukee }

On this twentieth day of July, A. D. 1893, before me appeared Emory B. Sturtevant, to me personally known who being by me duly sworn did say that he is the Vice President of the Milwaukee & Lake Winnebago Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and by its stockholders, and said Emory B. Sturtevant acknowledged said instrument to be the free act and deed of said corporation.

In witness my hand and notarial seal the day and year first above written.

Edgar H. Rose
Notary Public
Milwaukee County
Wisconsin

Edgar H. Rose Notary Public Milwaukee Co. Wis.

United States of America

State of Wisconsin. } ss.

Milwaukee & Lake Winnebago Railroad Company.

Manitowoc Division.

1st Pr. Sent. First Mortgage Divisional.

Gold Bond.

$1000. #1000.

The Milwaukee & Lake Winnebago Railroad Company, a corporation duly existing under the laws of the State of Wisconsin, hereby acknowledge itself indebted to John A. Stewart, Edwin H. Abbot and Rowland B. Hazard 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 October, A. D. 1926. This bond draws interest from the first day of October, A.D. 1896, 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 holder only upon a proper voucher therefor. This bond is one of the first mortgage bonds of the Milwaukee & Lake Winnebago Railroad Company upon its Manitowoc Division and its terminals at Manitowoc on Lake Michigan, which bonds, when this Division and Terminals are completed from Neenah to and at Manitowoc, about forty-five miles, will not exceed one million dollars of bonds for and upon said completed Division and Terminals. Said Divisional bonds have also a second lien on all the other railroad now owned by said company, and leased to the Wisconsin Central Railroad Company subject however to the outstanding mortgage and bonds and lease thereof, dated March 27, 1872. Said bonds are each for one thousand dollars, and are 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 the office of the Secretary of State for 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 stock holder in said Company. This bond is not to be valid unless and until certified by the signatures of all the Trustees above named and signed by the Vice President and Assistant Treasurer 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 Vice President and its Assistant Treasurer, this first day of July, A. D. eighteen hundred and ninety-five

Milwaukee and Lake Winnebago Railroad Company

By

Vice-President.

Assistant Treasurer

(Endorsement.)

Milwaukee and Lake Winnebago Railroad Company $1000. First Mortgage, Six Per Cent Gold Bond. Manitowoc Division. Principal due October 1st A. D. 1926. Interest payable April 1st and October 1st at the office of the company, Boston, Massachusetts.

Trustees Certificate

We certify that this bond is one of the series known as Manitowoc Division bonds, issued by the Milwaukee and Lake Winnebago Railroad Company, and is entitled to the benefits of the Trust Deed to us dated July 1st A. D. eighteen hundred and ninety five, as herein declared

Trustees.

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 Agent.

$30. Coupon No. 20.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the city of Boston, Mass., on the first day of October, 1926 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 Manitowoc Division Bond

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 39.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Apr. 1926 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 55.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Oct. 1925 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 57.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Apr. 1925 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 56.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Oct. 1924, 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 515.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass., on the first day of April 1924 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 514

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass. on the first day of Oct. 1923 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 513.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the city of Boston, Mass. on the first day of April 1923 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 512.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass. on the first day of Oct. 1922 on surrender of this coupon in gold coined ~~coined~~ money of the United States the sum of Thirty Dollars, being six months interest, due that day on its First Mortgage Manitowoc Division Bond

Henry Mitchell Assistant Treasurer No.

$30. Coupon No. 511.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass., on the first day of Apr. 1922, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer, No.

$30. Coupon No. 50.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Oct. 1921, 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 Manitowoc Division Bond

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 49.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Apr. 1921, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 48.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Oct. 1920 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 47.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass. on the first day of Apr. 1920, 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No 46.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston Mass. on the first day of Oct. 1919 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer, No.

$30. Coupon No. 45.

Milwaukee & Lake Winnebago Railroad Company will pay at its office in the City of Boston. Mass. on the first day of Apr. 1919. in 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 44.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass. on the first day of Oct. 1918 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 43.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1918 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer No

$30. Coupon No. 42.

Milwaukee & Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass. on the first day of Oct. 1917. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 41.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of April 1917. 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 40.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Oct. 1916. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 39.

Milwaukee & Lake Winnebago Railroad Company will pay at its office in the City of Boston, Mass. on the first day of Apr. 1916. 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 38.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1915. 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer No

$30 Coupon No. 37.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Apr. 1915. 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 Manitowoc Division Bond

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 36

Milwaukee & Lake Winnebago Railroad Company will pay at its office in the City of Boston. Mass., on the first day of Oct. 1914. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 313.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass., on the first day of Apr. 1914. 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 34.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston. Mass. on the first day of Oct 1913, 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 Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 33.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston. Mass., on the first day of Apr. 1913, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 32.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston Mass., on the first day of Oct 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 31.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston. Mass., on the first day of Apr. 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 Manitowoc Bond

Henry Mitchell Assistant Treasurer.

No.

$30. Coupon No. 30.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston Mass., on the first day of Oct 1911. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30 Coupon No. 29

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass., on the first day of Apr. 1911. 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 27.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston, on the first day of Oct 1910. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 28.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass, on the first day of Apr. 1910, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 26.

Milwaukee and Lake Winnebago Railroad Company. will pay at its office in the City of Boston, Mass., on the first day of Oct 1909. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

#30. Coupon No. 25

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1909 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 24

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on this first day Oct. 1908. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 23.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Apr. 1908. 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 22.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1907 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 Manitowoc Division Bond

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 21.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Apr. 1907 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 20.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1906, 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

#30. Coupon No. 19

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1906. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 18.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1905 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

#30. Coupon No. 17.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1905 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

#30. Coupon No. 16.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on this first day of Oct. 1904 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 15.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apl. 1904, 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 14.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1903. 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 Manitowoc Division Bond

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 13.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of April 1903, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 12.

Milwaukee and Lake Winnebago Railroad Company will pay at its office in the City of Boston. Mass. on the first day of Oct. 1902. 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 Manitowoc Division Bond.

Henry Mitchell Assistant Treasurer. No.

$. 30. Coupon No. 11.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass. on the first day of Apr. 1902, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer. No.

$30. Coupon No. 10.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the city of Boston, Mass. on the first day of Oct. 1901. on surrender of this coupon, in gold coined coined money of the United States the sum of Thirty Dollars, being six months interest due that day on its First Mortgage Manitowoc Division Bond

Henry Mitchell Assistant Treasurer No.

$30. Coupon No. 9.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Apr. 1901. 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 Manitowoc Division Bond

Henry Mitchell Assistant Treasurer. No.

$30. Coupon No. 8.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Oct. 1900. 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 7.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass. on the first day of Apr. 1900, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$. 30. Coupon No. 6.

Milwaukee and Lake Winnebago Railroad Company, will pay at its office in the City of Boston. Mass., on the first day of Oct. 1899, 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 Manitowoc Division Bond.

Henry Mitchell. Assistant Treasurer No.

$30. Coupon No. 5.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1899. on surrender of this coupon, in gold coined money of the United States, the sum of Thirty Dollars, being six months interest on its First Mortgage Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer No.

$30. Coupon No. 4.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1898. 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 Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 3.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass., on the first day of Apr. 1898, 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 Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 2.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Oct. 1897. 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 Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer. No.

$30. Coupon No. 1.

Milwaukee & Lake Winnebago Railroad Company, will pay at its office in the City of Boston, Mass. on the first day of Apr. 1897. 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 Manitowoc Division Bond.

Henry Mitchell, Assistant Treasurer, No.

Milwaukee & Lake Winnebago Railroad Company.
Manitowoc Divisional Construction Scrip.

$75.00 No.

The Milwaukee & Lake Winnebago Railroad Company, hereby for value received, promises to pay to John A. Stewart, Edwin H. Abbot and Rowland B. Hazard, as Trustees, or to the bearer hereof, at the office of the United States Trust Company in the City of New York, in gold coin of the United States of the present standard of weight and fineness, on the first day of October, A. D. 1900, the sum of seventy-five dollars ($75.00) together with interest thereupon until paid, at the rate of seven (7) per centum per annum, reserving, however, the right on the first day of October in any previous year to pay this obligation in full, principal and interest then accrued, without notice, cost or expense. All interest accrued shall be paid with the principal when this scrip is redeemed.

Payment of this obligation is secured by the so-called Manitowoc Divisional Mortgage of the Milwaukee & Lake Winnebago Railroad Company bearing even date herewith, duly made, executed and delivered unto said Trustees, and thereafter recorded in the office of the Secretary of State for the State of Wisconsin. Recourse for payment hereof shall never be had to the individual liability of any stockholder. This scrip is not valid unless and until countersigned by not less than two of said Trustees.

Witness the corporate seal of said Milwaukee & Lake Winnebago Railroad Company and the hand of Henry Mitchell, its Assistant Treasurer, this first day of July, A. D. 1895.

Milwaukee & Lake Winnebago Railroad Company

Countersigned

.....

.....

Trustees.

By .....

Assistant Treasurer.

State of Wisconsin } ss.
Department of State

Received this 23d day of July, A. D. 1895 and recorded in Vol. 10. of R. R. Mortgages & Trust Deeds on pages 261 - 295.

John McEwing

Assistant Secretary of State

Ind x

Manitowoc and Western

Railroad Company

to

Edwin H. Abbot Trustee.

Mortgage and Deed of Trust

This Indenture, Made this first day of July A.D. eighteen hundred and ninety five (1895), by and between the Manitowoc and Western railroad Company, a corporation organized under the laws of the State of Wisconsin, hereinafter called the "Western Company"; party of the first party, and Edwin H. Abbot, of Cambridge in the County of Middlesex and State of Massachusetts, hereinafter called the "Trustee" party of the second party.

Witnesseth:

That, Whereas, said Western Company is about to construct a railroad known as the Manitowoc and Western Railroad, extending from a point of junction with the railway of the Manitowoc Terminal Company on the western boundary line of the City of Manitowoc in the State of Wisconsin, and thence running in a general westerly direction to a point of connection with the Chicago, Milwaukee and St. Paul Railway at Hilbert Junction, so-called, and is about to issue on its said line of railway a first mortgage bond of three hundred and twenty five thousand dollar ($325.000), face value as hereinafter described, and to secure as hereinafter stated, the payment of the principal and interest of said bond by this mortgage or deed of trust to said Trustee: and

Whereas the Western Company hereby covenants that the total first mortgage bonded indebtedness on its said line of railway above described from Hilbert Junction to Manitowoc, shall not exceed said sum of three hundred and twenty five thousand dollars ($325.000); and

Whereas said bond is payable in thirty (30) years from the first day of October, A.D. 1896. and draws interest at the rate of six (6) per centum per annum, payable semi-annually on the first days of April and October in each year, the first instalment of interest on said bond maturing upon the first day of April, A.D. eighteen hundred and ninety seven (1897); and

Whereas a copy of said bond is annexed to this indenture and made part thereof;

Now Therefore, The Manitowoc and Western Railroad Company, in consideration of one dollar and divers other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, released, conveyed and confirmed unto said Edwin H. Abbott, as he is Trustee herein named, party of the second part, all that railroad known and to be known as the Manitowoc and Western Railroad, constructed and to be constructed,

or acquired, maintained and operated, from a point at or near Hilbert Junction, so-called, on the Chicago, Milwaukee and St. Paul Railway in the County of Calumet and State of Wisconsin; thence running about twenty six (26) miles easterly to a point of junction with the railway of the Manitowoc Terminal Company on the western boundary line of the City of Manitowoc and State of Wisconsin, together with all its lands acquired and to be acquired, as well as all its right 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 locomotive, 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 said railroad, or any part thereof, or any of the equipment or appurtenances thereof; and also all revenues, rates, tolls, sums of money and income arising and to arise from the premises hereinbefore expressed to be conveyed and any of them; and also all corporate and other franchises, powers and privileges connected with or relating to the said railroad, or to its construction, maintenance or use, 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, appendages, appurtenances and movable property of ever kind, 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, and all improvements, extensions and additions, now or hereafter made or to be made upon any and all of said railroad, 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 thereto, 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 Western Company, and also all the books of account, deeds, leases, certificates, contracts, records, vouchers, papers and other documents relating or appertaining to the title and the business, past, present and future of said Company, in respect to its said railroad

Provided, However, that nothing herein shall be construed to prevent said Western Company from hereafter separately mortgaging any extension of its railroad or any branches thereof which are not incl, but in the premises described in this deed of trust and

which may be hereafter built or 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 hereinbefore expressed to be conveyed, with the appurtenances thereof, and all the rights, easements, hereditaments and privileges thereunto appertaining or belonging, to the said Edwin H. Abbott, his heirs and assigns, 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 Trustee, his successors and successor, or to the lawful holder or holders of said bonds, the payment of the first mortgage bonded indebtedness hereinbefore described, together with interest thereon; and for the further carrying into effect the conveyance herein expressed, said Western Company doth hereby appoint Edwin H. Abbot, his successors and successor in said trust to be the Attorney and Attorneys 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 Trustee, or the Trustee for the time being, shall think expedient for the effectual performance of this trust.

And it is hereby mutually agreed and declared by and between said Company and each and every holder of said bonded indebtedness by and through said Trustee, each with the other and all the others, that said Trustee and his successors and successor for the time being in said trust, shall respectively stand possessed of all and singular the premises hereinbefore mentioned with all the powers herein expressly granted, in addition to all the customary powers of such trustees, upon and for the trusts intents and purposes hereinafter particularly mentioned and set forth.

The instalments of interest upon the bond secured hereby shall, in any and all legal proceedings instituted by said Trustee for the effectual securing thereof, have priority and shall be entitled to be paid in the order in which they respectively mature.

No action at law shall be maintainable on any unpaid instalments of interest without the consent of the 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 bonded indebtedness; or by the Trustee for the common benefit of all the bonded indebtedness as hereinafter provided. Said Company covenants and every person who at any time becomes the holder of the whole or of any portion of the bonded indebtedness hereby secured, hereby in and by his acceptance thereof, covenants to, with and through said Trustee and with said Company, and each and all other persons that this indenture enters into and forms a part of said bond and all evidence of said bonded indebtedness, whatever may be from time to time the form thereof, and agrees and admits that this indenture fixes the rights, duties and liabilities of said Company, so far as they are herein expressed, upon said bond, and all instalments of interest thereon, and defines and fixes the rights, duties and liabilities of said Trustee, his successors, successor and assigns, and the holder or the holders of said bonded indebtedness both as to said Trustee 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 said bond, so long as there is not any default or breach of the stipulations 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 trustee for the time being; and also covenants to pay every and all taxes at any and every time assessed on said bond by the United States, so that the holder thereof shall receive the full amount of all his interest in said bond 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 bond or any coupon instalment of interest thereon by said Trustee, his successor or successor, all rights and right of action, whether at law or in equity, upon said bond, shall thereafter vest exclusively in said Trustee, his successor or successor for the equal proportionate benefit of the bonded indebtedness secured hereby.

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 bond and interest thereon, when and as the same becomes due and payable, according to the priority herein declared.

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 Trustee his successors or successor, from selling, disposing of 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 extention, stay, appraisement or reduction law, which has been hitherto, or may hereafter be enacted in said state of Wisconsin, and hereby consents that the 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 bond 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 trustee for the time being, his successors or successor of the cancelled bond, or other form, if any which said bonded indebtedness may have assumed, 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 trustee for the time being shall cease and determine; and upon written request therefor by said company, its successors or assigns, the trustee for the time being shall execute and deliver to it or them, all proper releases or satisfaction hereof; but otherwise this indenture shall be of full force.

Article Fourth. The trustee for the time being is authorized from time to time to appoint a register, and employ such clerks and assistants as he deems 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 trustee for the time, execute, acknowledge and deliver to him all such further deeds, conveyance and assurance in the law for the better assuring unto him, his 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 trustee be deemed expedient; and said company shall furnish to said trustee, his successors and successor, from time to time, whenever so requested in writing, a true and full inventory of all the movable 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 the property herein generally described as covered by this indenture.

Article Sixth. The trustee for the time being is authorized in his 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 he deems for the interest of this trust; Provided, However, that all substituted property of 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 trustee for the time being is authorized to execute all releases and other writings which he 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 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 the holders of the bonded indebtedness then in default under this instrument, and outstanding, in proportion to the respective interests of the holders thereof, at such price as said trustee deems 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 out-standing bonded indebtedness together with the interest accrued thereon; and nothing herein shall be construed to limit the trustee for the time being in the exercise of his discretion so to purchase,

but the same shall be absolutely in his discretion as he deems the common and equal proportionate benefit of the holders of the bonded indebtedness hereunder secured shall require, subject to said priorities.

Article Eighth. If, and whenever from time to time and judicial foreclosure, or other sale or sales of the whole or any part of the premises shall be made under any decree of any court having jurisdiction thereof, under provisions of this indenture, covered by this indenture, and the power of sale herein granted, and the holders of a majority in interest of the then outstanding bonded indebtedness shall in writing so request the trustee for the time being, then said trustee is 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 of the bonded indebtedness then outstanding under this indenture; and all right and title to said premises shall after and upon such purchase vest in said trustee for the time being. If 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 holder thereof 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 trustee may take such lawful measures as, in his judgment, are for the interest of said holders, in organizing a new company or corporation for their benefit. 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 bonded indebtedness shall in writing direct; and the trustee shall, thereupon, reconvey the premises so purchased by him, to said new company or corporation so as aforesaid organized.

Article Ninth. If default be made in the payment of the interest on said bond 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 trustee and refused by said Company, the principal of said bond shall at the election of the trustee for the time being, but not otherwise, be and become immediately due and payable, anything contained in said bond, or in this indenture, to the contrary notwithstanding.

Article Tenth. If default be made in the payment of any interest upon or principal of said bond secured by this indenture, when and as the same is payable, and such default continue for six (6) months after demand made by the trustee for the time being, at the principal office of the Company, for the payment of the same, the trustee is authorized and empowered in his 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 trustee thinks 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 trustee for the time being may adjourn such sale from time to time in his discretion; and, if so adjourned, make the said sale at the time and place to which the same 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 counsel's fees as all other expenses, advances and liabilities which said trustee may have made or incurred in the premises, and also all payments which may have been made by him 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 his own services, said trustee shall apply the net proceeds to the payment of the bonded indebtedness, principal and interest, and if any surplus shall then remain after the first mortgage 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 then 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 trustee for the time being deems 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 trustee for such payment, or after notice of such requirement, made or given by him in writing to said Company, then the trustee for the time being may in his discretion personally, or by his 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 himself, his superintendents, managers, receivers, servants, attorneys or agents, and conduct the business thereof, and make from time to time all repairs, replacements, alterations, spurs, branches, extensions and

improvements thereon, as he deems 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 of making all said repairs, replacements, alterations, additions, spurs, branches, extentions, 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 of his own services, and the services of his attorneys and of all other persons by him employed, said trustee shall apply the money arising as aforesaid, so far as the same are applicable, under the provisions of this indenture, as if no such default has occurred, to the payment of interest upon the bond secured by this mortgage, in the order in which said interest is payable; 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 trustee to be probable, the trustee 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 trustee pending this trust; and said trustee may continue to exercise the power herein granted, for such period or periods as he deem expedient, unless and until the holders of a majority in interest of the bonded indebtedness shall otherwise in writing request

Article Twelfth. The trustee for the time being is authorized in his discretion to enforce the rights of the holders of the bonded indebtedness hereby secured in cases of default as shall be most expedient in his discretion, for their common and equal benefit 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 bonded indebtedness, the trustee for the time is authorized at his discretion, and without appeal or control by the holders of said indebtedness or any thereof, to waive or enforce the rights arising by reason of such default under this indenture in such manner and to such extent as he deems for the interest of this trust.

II. If such default be in the payment of any interest upon, or principal of, said bond, then upon written requisition, served upon the trustee for the time being and signed by the holders of not less than twenty five (25) per centum in interest of said bonded indebtedness then in default, together with indemnification by the persons making such requisition to the trustee for the time being, against all costs and expenses by said trustee to be incurred, then said trustee may enforce the rights of the holders of such 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 the holders of the bonded indebtedness then in default. But upon such written requisition, signed by the holders of a majority in interest of said defaulted bonded indebtedness, then it shall be the duty of the trustee for the time being to enforce the rights of the holders thereof 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 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 interest in said bonded indebtedness, it being the intent of this provision to secure to the holders of the majority in interest of said bonded indebtedness secured under this indenture the same control in prescribing the action of the trustee in such event, as the holders of a majority of said Company's stock would possess in the management of said Company before such default.

III. No provisions of this indenture shall be construed to impair or limit the power of the trustee for the time being to act of his own motion, whenever and if and as he deems it expedient for the benefit of this trust and his cestuis que trustent; and waiver of any default shall never be taken to affect any subsequent default, or to impair at at any time or in any manner, any of the rights thereupon arising on the first default, or any subsequent default.

Article Thirteenth. The word "Trustee" whenever used herein, shall be construed to include the trustee hereinabove named and his successors and successor, acting for the time being, at any time, in the capacity of trustee under this indenture. The trustee may at his discretion, employ or advise with counsel learned in the law; and all expenses thereof, and all the personal expenses of the trustee in discharge of his trust, and all other reasonable and proper charges and expenses of the trustee, together with the compensation for all the services by him rendered in this trust, shall be paid by said Company as they are incurred and otherwise, out of the trust estate herein created; and whenever said trustee acts under this trust, he is hereby invested with full power to subrogate

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 his discretion, any and all such questions; and said Company hereby consents that upon application of the trustee 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 Fourteenth. If for any cause there shall be a vacancy in the office of trustee hereunder, any judge of the Circuit Court of the United States for the Eastern District of Wisconsin, upon application of the holders of twenty five (25) per centum in interest of the bonded indebtedness hereby secured, or failing such application, then upon petition of said Company, may fill the vacancy 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 originally been named herein.

Article Fifteenth. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to the acceptance of said trust by the trustee, that he shall not in any manner be responsible for any act, default or misconduct of any agent by him employed or except for his own wilful default or misenduct. The 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 associate, or associates, and successors in said trust, he shall be thenceforth discharged.

Article Sixteenth. The mortagor proposes to issue hereunder and secure hereby, construction scrip, not exceeding in all twenty four thousand three hundred and seventy five dollars ($24,375.) face value, representing interest accruing for the period commencing on July first, A.D. 1895, and ending on the agreed date of sale of its said bonds hereby secured, and ending on the 30th day of September, A.D. 1896. Said construction scrip shall be of the tenor and effect of the form thereof annexed hereto and made part of this indenture.

It is mutually agreed that payment not later than October first, A.D. 1900 of all said construction scrip principal and interest, is secured by this instrument, and any failure to pay said construction scrip in full, principal and interest, at the date of maturity thereof, shall be deemed a default which shall entitle said scrip to all the rights which are in and by this instrument

vested in holders of any unpaid instalment of interest upon the bond issued hereunder and secured hereby, and this scrip shall be entitled after October 1st A.D. 1900. to be paid before any other first mortgage bonded interest accruing subsequent to said date.

In Witness Whereof, the Manitowoc and Western Railroad Company, has caused these presents to be signed by its president and secretary thereunto authorized by votes of the stockholders and directors of said Company, and its corporate seal to be hereto affixed, and said Edwin H. Abbot has hereunto set his hand and seal in token of his acceptance of the trusts herein created, this first day of July one thousand eight hundred and ninety five (1895).

Manitowoc and Western Railroad Company
By W.G. Moore
President

Seal — Manitowoc & Western Railroad Company — 1895

Attest:
L. R. Howell
Secretary.

In the Presence of
Howard Morris
Thos. H. Gill

Edwin H. Abbot

United States of America. State of Wisconsin

Copy

Manitowoc & Western Railroad Company

Six per Cent. First Mortgage Gold Bond.

The Manitowoc and Western Railroad Company, a corporation duly existing under the laws of the State of Wisconsin, hereby acknowledges itself to be indebted to Edwin H. Abbott, Trustee, in the sum of three hundred and twenty five thousand ($325.000) dollars in the gold coined money of the United States, which sum said Railroad Company promises to pay to said Trustee, his successor and successors, or to the bearer hereof, on the first day of October, A.D. 1926. This bond draws interest from the first day of October A.D. 1896. 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 Milwaukee, and State of Wisconsin on the first days of April and October in each year.

This bond is secured by indenture of trust and mortgage of the Manitowoc and Western Railroad Company, covering its railroad from Hilbert Junction - so-called, to the City of Manitowoc being about thirty (30) miles in length, and bearing even date herewith and executed between said Company and said Trustee, 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 thereon to and individual liability of any stockholder in said Company. This bond is not to be valid unless and until certified by the signature of the Trustee above named.

In Witness Whereof, The Manitowoc & Western Railroad Company has caused its common seal to be hereto affixed and this bond to be signed by its President and Secretary this first day of July, A.D. eighteen hundred and ninety five

Manitowoc and Western Railroad Company
By (Sgd) W.G. Moore, President
Attest:
(Sgd) L. R. Newell, Secretary.

Manitowoc & Western Railroad Company Corporate Seal 1895

(Trustees Certificate)

I certify that this bond is the First Mortgage bond of the Manitowoc & Western Railroad Company, and is entitled to the benefits of the Trust Deed to me, dated July first A.D. Eighteen hundred and ninety five, as herein declared, and that said Trust Deed is duly recorded in the office of the Secretary of State of the State of Wisconsin

Trustee

Manitowoc and Western Railroad Company
Construction Scrip.

Copy

The Manitowoc and Western Railroad Company hereby, for value received, promises to pay to Edwin H. Abbot as Trustee, or to the bearer hereof, at the office of the United States Trust Company in the City of New York, in gold coin of the United States of the present standard of weight and fineness, on the first day of October, A.D. 1900, the sum of twenty four thousand three hundred and seventy five dollars ($ 24,375) together with interest thereon until paid, at the rate of seven (7) per centum per annum, reserving, however, the right on the first day of October in any previous year to pay this obligation in full, principal and interest then accrued, without notice, cost or expense. All interest accrued shall be paid with the principal when this scrip is redeemed.

Payment of this obligation is secured by a first mortgage of the Manitowoc and Western Railroad Company bearing even date herewith, duly made, executed and delivered unto said Trustee, and thereafter recorded in the office of the Secretary of State for the State of Wisconsin. Recourse for payment hereof shall never be had to the individual liability of any stockholder. This scrip is not valid unless and until countersigned by said Trustee.

Witness the corporate seal of said Manitowoc and Western Railroad Company and the hand of its treasurer, this first day of July, A.D. 1895.

Manitowoc and Western Railroad Company.
By (Sgd) W.G. Moore.
Treasurer

Countersigned

Trustee.

State of Wisconsin } ss.
Milwaukee County }

On this 12th day of July, A.D. 1895, before me appeared William G. Moore, to me personally known, who being by me duly sworn did say, that he is President of the Manitowoc and Western Railroad Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William G. Moore acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal, the day and year first above written

Thos. H. Gill
Notary Public
Milwaukee County, Wisconsin

Thos. H. Gill Notary Public Milwaukee County

State of Wisconsin } ss.
Department of State }

Received this 22nd day of July A.D. 1895 and recorded in Vol. 10 of R.R. Mortgages & Trust Deeds on pgs 296 & 309
John M. Ewing Asst. Secretary of State.

(Index 2)

Manitowoc & Western Railroad Company.

to

Milwaukee & Lake Winnebago Railroad Company.

Deed

The Manitowoc and Western Railroad Company, a corporation under the laws of the State of Wisconsin, grantor, for and in consideration of one dollar and other valuable considerations to it in hand paid, hereby conveys and warrants unto the Milwaukee and Lake Winnebago Railroad Company a corporation under the laws of the State of Wisconsin, grantee, all and singular the following described property, to-wit:

All the lands, tenements, hereditaments, easements, appurtenances and other property, real, personal and mixed of whatsoever character, lying and being in the City and County of Manitowoc and State of Wisconsin, acquired and to be acquired, from the Manitowoc Terminal Company under and by virtue of conveyance made, executed and delivered by said company to the above named grantor, bearing even date herewith; and also all the railway of the grantor, known as the Manitowoc and Western Railroad, extending and to extend from said City of Manitowoc to the cities of Menasha and Neenah in the County of Winnebago, and lying and being in the counties of Manitowoc, Calumet and Winnebago respectively in the State of Wisconsin together with all its lands acquired and to be acquired, as well as all its right of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, engine houses, turn tables, car houses, freight houses, wood houses, coal sheds 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 locomotive, tender and other motive power, rolling stock, cars, coaches, equipment, and all machinery, tools, implements, fuel and materials for constructing, operating, and repairing or replacing said railroad, or any part thereof, or any of the equipment or appurtenances thereof; and also all revenues, rates, tolls, sums of money and income arising and to arise from the premises hereinbefore expressed to be conveyed and any of them; and also all corporate and other franchises, powers and privileges connected with or relating to the said railroad, or to its construction, maintenance or use, 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, appendages, appurtenances and movable

property of every kind, 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, and all improvements, extensions and additions, now or hereafter made or to be made upon any and all of said railroad, together with all easements, licenses and property, estate and rights of any nature whatsoever, whether real or personal, corporeal or incorporeal, to which said grantor now is or may hereafter be or become in law or equity entitled as appertaining thereto, meaning and intending hereby that this conveyance shall cover, extend and attach to, and upon, every part of the premises above described, from the moment that right or title thereto shall vest in said grantor, and also all the books of account, deeds, leases, contracts, records, vouchers, papers and other documents of the grantor relating or appertaining to the title and the business, past, present and future of said grantor, in respect to its said railroad.

To Have and to Hold, all and singular the above mentioned and described railroad and other property, and all other the premises hereinbefore expressed to be conveyed, with the appurtenances thereof, and all the rights, easements, hereditaments and privileges thereunto appertaining or belonging, to the said Milwaukee and Lake Winnebago Railroad Company, its successors and assigns to its sole use, benefit and behoof forever.

Said grantor covenants and agrees from time to time, and at all times hereafter, and as often as thereunto requested by the grantee, to execute, acknowledge and deliver to the grantee, all such further deeds, conveyances and assurances in the law for the better assuring unto said grantee, its successors and assigns, the railroad and other property hereinbefore mentioned, and intended to be hereby conveyed, as the grantee may be advised by counsel are necessary or expedient.

Witness the corporate seal of said Manitowoc and Western Railroad Company, and the signature of its President, and the countersignature of its Secretary, this first day of July A.D. 1895.

Manitowoc and Western Railroad Company.

By W.G. Moore.

President

In presence of
Thos. H. Gill
John H. Peterman

Countersigned,
L. R. Hewett
Secretary

Manitowoc & Western Railroad Company Seal 1895

1

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State of Wisconsin } ss.
Milwaukee County }

On this 12th day of July, A.D. 1895. before me appeard William G. Moore, to me personally known, who being by me duly sworn did say, that he is President of the Manitowoc and Western Railroad Company and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said William G. Moore acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and notorial seal, the day and year first above written.

Thos. H. Gill
Notary Public
Milwaukee County, Wisconsin

Thos. H. Gill Notary Public Milwaukee County

State of Wisconsin } ss.
Department of State }

Received this 22d day of July A.D. 1895. and recorded in Vol. 10. of R. R. Mortgages & Trust Deeds on pages 310 & 312

John M. Ewing
Asst. Secy. of State.

Agreement made the Thirty first day of July. 1895. between Pullmans Palace Car Company and S. R. Supper of Milwaukee. Wisconsin.

Said Company will sell and transfer to said Supper at the price of Forty eight Hundred Dollars ($4800.00) and on the terms and conditions hereinafter set forth, one Private Hotel Car, known as the "Edgewood".

On the delivery of said car a cash payment of Two Hundred Dollars ($200.00) shall be made by said Supper to said Company and the remaining Forty six Hundred Dollars ($4600.00) shall be paid in twenty three (23) installments, each of Two Hundred Dollars ($200.00) and interest thereon at the rate of six per cent per annum from the first day of August. 1895. one of such installments being due on the first day of September. 1895. and one on the first day of each month thereafter until all are paid. Said Supper giving his twenty three promissory notes for said installments, and each and all thereof being payable on or before maturity, at his option.

Said car is to be delivered by said Company for the use of the said Supper under the provisions of this agreement, and for no other purpose, pending the making of the deferred payments. The possession and use of said car by said Supper meanwhile shall not be evidence of an ownership therein by him, it being expressly agreed that the ownership of said car shall remain exclusively in said Company until all said deferred payments are made and all the terms and conditions of this agreement binding on the said Supper are complied with. The possession of said car by said Supper shall not meanwhile, be transferred by said Supper to any other person or Corporation.

Proper plates or other marks of ownership of said car by said Company shall be affixed thereon by said Company before delivery, such plates to be placed on both sides of the car and to bear the following inscription, "Pullman's Palace Car Co. Owner; and such plates shall thereafter during the continuance of this agreement be maintained thereon by said Supper, who shall immediately restore or replace such plates or marks, if removed or destroyed: and shall do such other acts as may be necessary or proper for the full protection of the property and rights of the said Company in respect to such car.

Pending the making of said deferred payments said Supper shall, at his cost, keep said car in good order and repair and shall pay all lawful taxes, assessments and charges that may be made against said car or against said notes, during the continuance of this agreement.

Said Supper shall at all times, at his own cost, keep said

Car insured against fire, for the use and benefit of said Company, in an amount equal to the amount of the deferred payments, and with an insurer and by a form of policy approved by said Company, and shall keep the policy and renewal receipts deposited with said Company.

When all the payments herein provided for shall have been made, and all the terms and conditions binding upon the said Lessee shall have been fulfilled, the said Company shall sell and, by proper bill of sale, transfer the said Car to said Lessee, without further consideration.

In case of default, after thirty days, in any one or more of the payments herein provided to be made by the said Lessee, or in any of the terms and conditions binding upon him hereunder, the said Company may, by written notice to him, his executors, administrators or assigns, declare all the notes aforesaid then unpaid to be due, and the same shall thereupon become due.

At any time after default in any one or more of said payments, or in any of said terms and conditions, whether or not the unpaid notes shall have been declared due, or the time for declaring them due shall have expired, the said Company may, by like notice, declare its agreement to sell and transfer the said Car terminated, and may retain all moneys previously paid by said Lessee under the provisions hereof, as a proper compensation for the use, wear and depreciation of said Car, and may re-take possession of same; and in case the said ~~the said~~ Company shall demand the possession of said Car, the said Lessee shall, without expense to the said Company, have same drawn forthwith, in the usual manner, to the city of Chicago.

The said Lessee may, having at any time within thirty days after the said Company shall so declare its agreement to sell and transfer said Car to be terminated, purchase and receive the same whether possession thereof shall have been re-taken or not, upon paying therefor forthwith in cash a price equal to the entire amount of the said notes then unpaid, with any accrued interest thereon together with all other sums due to the said Company hereunder, and all attorneys fees and all other costs and expenses made or incurred by the said Company in connection with the re-taking possession of the said Car.

If the said Lessee shall not within said thirty days, so purchase said Car, the said Company may, by selling the same at public sale in the City of Chicago, on ten days notice of the sale, published at least once in one or more newspapers of general circulation, in said City, with the right to adjourn such sale at its discretion, hold the said Lessee liable for

and deficiency, after applying the net proceeds of the sale to the payment of all amounts then unpaid on such notes, whether due by the terms of the notes or not; and of any accrued interest thereon, said Company agreeing, in case of such sale, to pay to the said Lessee any surplus of the proceeds as a rebate on the sums previously paid for the use of such Car.

The said Company shall, nevertheless, have the option of allowing said Car to remain in the possession of the said Lessee after any default as aforesaid, and of enforcing immediate payment of the notes then due representing the deferred payments thereon, and enforcing payment of all such notes then unpaid so soon as the same shall become due or be declared due.

In Witness whereof, each of the parties hereto has caused this instrument to be duly executed the day and year first herein written.

Pullman's Palace Car Company

By J. H. Wickes

Second Vice President

Pullman Palace Car Company

Attest:

K. Demmler

Assistant Secretary.

S. R. Lupper

State of Illinois } ss.
County of Cook }

I, L. E. McPherson a Notary Public of said State, in and for said County, do hereby certify that J. H. Wickes, Second Vice President, and K. Demmler, Assistant Secretary, of the above named Pullman's Palace Car Company, personally known to be the same persons whose names are subscribed to the foregoing instrument as Second Vice President and Assistant Secretary, respectively, and to be such Second Vice President and Assistant Secretary, appeared before me this day in person and acknowledged the said instrument and that they affixed the corporate seal of said Company to said instrument and signed and delivered the same as the free and voluntary act of said Pullman's Palace Car Company and as their own free and voluntary act as such Second Vice President and Assistant Secretary, respectively, for the uses and purposes therein set forth. And I do hereby further certify that S. R. Lupper, personally known to me to be the same person whose name is subscribed to said instrument as having executed the same, appeared before me this day in person and acknowledged the said instrument and that he signed and delivered the

same as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this First day of August 1895.

L. E. McPherson
Notary Public.

L. E. McPherson Notary Public Cook County Illinois

State of Wisconsin } ss
Department of State }

Received this 9th day of August A.D. 1895. and recorded in Vol. 10. of R. R. Mortgages & Trust Deeds on pages 313 to 316

John M. Ewing
Assistant Secy of State.

Superior Short Line Railway Company.
to
Chicago, St. Paul, Minneapolis and Omaha Railway Company
Deed.

This Indenture, made this First day of August in the year of our Lord One Thousand Eight Hundred and Ninety-five by and between the Superior Short Line Railway Company, a corporation of the States of Wisconsin and Minnesota, party of the first part, and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, a corporation of the state of Wisconsin, party of the second part, Witnesseth:

Whereas the said party of the first part has sold, and said party of the second part has purchased all the railroad, railway property and franchises of the party of the first part hereinafter described, and

Whereas, the said sale and purchase and the terms and conditions thereof, as agreed upon by the respective Boards of Directors of said parties, have been submitted to and approved and ratified by a majority in interest of the stockholders of each of said parties;

Now Therefore, for the purpose of giving full effect to such sale and purchase the said party of the first part, for and in consideration of One Hundred Dollars to it paid by said party of the second part, the receipt of which is hereby acknowledged, and the assumption by the party of the second part of all the existing debts, liabilities and obligations of said party of the first part, and for other good and valuable considerations received from said party of the second part, has granted, bargained, sold and conveyed and by these presents does

grant, bargain, sell and convey to said party of the second part, its successors and assigns, all the following described railroad property and franchises, that is to say: The entire line or lines of railroad or railway heretofore constructed or acquired by said first party and known as the Superior Short Line Railway, comprising about ten miles of main track with about Thirty-three miles of side track more or less, with other property and more particularly described as follows, to-wit:

The main line of railroad commencing at or near Lake Avenue in the city of Duluth, and state of Minnesota and extending in a westerly and southeasterly direction to a point on the bank of St. Louis Bay on Rice's Point, and from a point on the southerly side of St. Louis Bay in a southerly and easterly direction to a point of connection with the railway of the party of the second part in the city of Superior, and state of Wisconsin, in the South East quarter of the North West quarter of Section Four (4), Township Forty-eight (48), Range Thirteen (13) West, being about Ten miles of main track, and about Thirty-three miles of side track, more or less, and including all depot and station grounds and lots and lands owned by said first party in the cities of Duluth and Superior, together with all docks, wharves and basins, and including also all railway, way, 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; all machine shops and other shops, now held 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 equipment or appurtenances. Also all other property pertaining to said railroad of every kind and description, real or personal, and all franchises appertaining thereto.

Subject, however, to the lein and charge of a certain mortgage or Trust Deed covering said property and franchises, made and executed by said party of the first part to the Union Trust Company of New York, of date June 1, 1895, to secure the payment of an issue of Bonds amounting in the aggregate to One Million Five Hundred Thousand Dollars, which said second party assumes and agrees to pay.

Also, all the rights, benefits, concessions and interests which said party of the first part has or may have under and by virtue of any contracts, agreements, charters, Articles of Association, Articles of Consolidation or Rights of Association

under the laws of said states of Minnesota and Wisconsin or either of them, in or to any of the property hereinbefore described, and all property which said first party has or may have, whether real or personal, in any wise incident or appurtinant to said railroad or any part thereof; and also all franchises which said party of the first part has, possesses or enjoys in connection with or as appertaining to said railroad or any part thereof, including the rights of renewal or extension of such franchises.

All choses in action, contracts, agreements, stocks, bonds, moneys claims and demands of every kind and description wheresoever situated, and all rights, benefits and privileges which said party of the first part now has, or is entitled to or may hereafter become entitled to; meaning and intending hereby to convey to said party of the second part all of the property, franchises, powers, privileges, appurtenances and immunities of every nature and kind whatsoever, in possession or expectancy, wheresoever situated, belonging to or possessed by the said party of the first part, or to or in which it has or may have any right, title, estate or interest.

To have and to hold all the above mentioned property, rights, interests, benefits, privileges, possessions and franchises, unto the said party of the second part, its successors and assigns forever, to the same extent, for all intents and purposes whatsoever, as the same were held by said party of the first part under the laws of the states of Minnesota and Wisconsin, or either of them, before the execution and delivery hereof.

In witness whereof: the said party of the first part has caused these presents to be signed by its President and Secretary and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

W. C. Barlow } as to signature
S. L. Perrin } of E. W. Winter

Superior Short Line Railway Company.
By
E. W. Winter
President

W. L. Lawrence } as to signature
Geo. W. Emerson } of E. E. Woodman

E. E. Woodman
Secretary.

Superior Short Line Railway Co. Corporate Seal

State of Minnesota } ss.
County of Ramsey }

On this 9th. day of August. 1895. before me appeared E. W. Winter. to me personally known, who, being by me duly sworn, did say that he is the President of the Superior Short Line Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. W. Winter acknowledged said instrument to be the free act and deed of said corporation

S. L. Perrin
Notary Public
Ramsey County
Minnesota

Notarial Seal Ramsey Co. Minn.

State of Minnesota } ss.
County of Ramsey }

I, Edward S. Rodgers, Clerk of the District Court for the Second Judicial District and County aforesaid, the same being a Court of Record, do hereby certify that S. L. Perrin Esq., before whom the annexed affidavit was subscribed, was, at the time of taking such affidavit, a Notary Public in and for said County of Ramsey, commissioned and sworn, and duly authorized to administer oaths in the State of Minnesota; that I am well acquainted with the handwriting of such officer, and verily believe that the signature to said affidavit is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the state of Minnesota. In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at St. Paul, this 13th day of August, A. D. 1895. Edward S. Rodgers. Clerk.

By. Jas. R. Ring Deputy Clerk.

District Court Ramsey Co. Minn.

State of Minnesota } ss.
County of Kandiyohi }

On this 10th day of August. 1895. before me appeared E. E. Woodman, to me personally known, who, being by me duly sworn did say that he is the Secretary of the Superior Short Line Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. E. Woodman acknowledged said instrument to be the free act and deed of said corporation

W. B. Laumann
Notary Public
Kiecollet County
Minnesota.

State of Minnesota } ss.
County of Kiecollet }

I, S. W. Blomberg Jr., Clerk of the District Court for the ninth Judicial District and county aforesaid, the same being a Court of Record, do hereby certify that W. B. Laumann before whom the annexed affidavit was subscribed, was, at the time of taking such affidavit, a Notary Public in and for said county of Kiecollet commissioned and sworn and duly authorized to take the same, that I am well acquainted with the handwriting of such officer, and verily believe that the signature to said affidavit is genuine. I further certify that said instrument is executed and acknowledged according to the Laws of the State of Minnesota

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at St. Peter this 10th day of August A. D. 1895.

S. W. Blomberg, Jr. Clerk.
By, Deputy

State of Minnesota
Department of State

I hereby certify that the within instrument was filed for record in this office on the 13th day of August, A. D. 1895 at 10 o'clock A.M., and was duly recorded in Book M of Rail R. R. Records on page 320 &c.

Albert Berg, Secretary of State

State of Wisconsin } ss.
Department of State

Received this 14th day of August A. D. 1895 and recorded in Vol. 10 of R. R. Mortgages 2nd Trust Deeds on pages 316-320.

John M. Ewing
Assistant Secy of State.

Release of Mortgage

of

Wisconsin, Pittsville 2nd Superior Railway Company.

Whereas, The Wisconsin, Pittsville 2nd Superior Railway Company, a Corporation of the State of Wisconsin, did on the first day of November, A. D. 1893, make, execute and deliver to Stephen Bennett, of the City and County of Milwaukee and State aforesaid, as Trustee, a certain Mortgage Deed of Trust, covering all and singular the property and franchises of said Railway Company, for the purpose of securing an issue of bonds, therein particularly described; and

Whereas, The said Mortgage was filed for record in the office of the Secretary of State of the State of Wisconsin on the 19th day of November, A. D. 1893, and was recorded in Vol. 6 of Railroad Mortgages, on Pages 274-276; and

Whereas, After the making and recording of said Mortgage the said Wisconsin, Pittsville 2nd Superior Railway Company issued thereunder 300 bonds of $1.000 each, numbered consecutively from No. 1 to No. 300, both inclusive, and the same were duly executed by the Company and attested by its Corporate Seal, and countersigned by said Trustee, and no more or other bonds of said Company were ever issued under said Mortgage, and said Mortgage never became or was a security for any more or other bonds, save the 300 bonds so, as aforesaid, issued; and

Whereas, The said Stephen Bennett, Trustee, as aforesaid, departed this life on the 6th day of August, 1894, and afterwards, and on the 4th day of October, A. D. 1895, S. Charles W. Van Alstine, of the City and County of Milwaukee, was by the Circuit Court in and for Wood County, Wisconsin, duly appointed Trustee under said Mortgage in place of the said Stephen Bennett, deceased; and

Whereas, The Chicago, Milwaukee and St. Paul Railway Company owns and holds all of said 300 bonds, and has cancelled the same and has this day exhibited them to me as such Trustee, and has requested me to release and discharge from record the Mortgage securing said bonds;

Now Therefore, Know All Men by these Presents, That S. Charles W. Van Alstine, Trustee, so as aforesaid duly appointed, do hereby certify and acknowledge that a certain Mortgage Deed of Trust, bearing date on the 1st day of November, A. D. 1893, made and executed by the Wisconsin, Pittsville 2nd Superior Railway Company, party of the first part, to the said

Stephen Sherwood, as Trustee, party of the second part, and duly recorded in the office of the Secretary of State of the State of Wisconsin on the 19th day of November, A. D. 1883, in Vol. 6 of Railroad Mortgages, on pages 274-276, is fully paid and satisfied, and the bonds secured thereby cancelled, and I do hereby consent and request that said Mortgage be discharged of record.

In Witness Whereof, I have hereunto set my hand and seal this 16th day of October, 1895.

C. W. Van Alstine {Seal}
Trustee as aforesaid

In presence of—
L. W. Perkins.
O. W. Cook

State of Wisconsin } ss.
County of Milwaukee }

Be it remembered that on this 16th day of October, A. D. 1895, personally came before me the above-named Charles W. Van Alstine, 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.

Simpson W. Perkins
Notary Public
Milwaukee County, Wis.

(Simpson W. Perkins Notary Public Milwaukee Co. Wis.)

State of Wisconsin } ss.
Department of State

Received this 19th day of October A. D. 1895 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 321 and 322.

John W. Ewing
Assistant Secretary of State.

Indexed

Lease between

The Victoria Rolling Stock Company of Ontario

and

The Duluth, South Shore and Atlantic Railway Company.

This Agreement, made this second day of October in the year of our Lord one thousand eight hundred and ninety-five, between The Victoria Rolling Stock Company, of Ontario, (hereinafter called the Lessors); and The Duluth South Shore and Atlantic Railway Company (hereinafter called the Lessees.)

Witnesseth, that the Lessors hereby lease to the Lessees the following Railroad Equipment and Rolling Stock: Two hundred Box cars with the privilege of using the same at the Lessees own risk until the first day of October one thousand nine hundred and five, on which day the Lessees shall and will return the same to the Lessors in the city of Toronto in their present good order and condition (reasonable wear and tear alone excepted) and without excuse for non-return because of unavoidable accidents.

I. It is Agreed, That the value of the said railroad equipment and rolling stock is as follows:-

No.	Description	Numbers.	Cost.	Builders.
200.-	Box cars at $1,700 each -	All new numbers from 5200 to 5399 inclusive.	$340,000.-	The Wells and French Co. Chicago.

and in case all or either or any part of either of them or any portion of each kind shall during the continuance of this lease from any cause (unavoidable accidents not excepted) be destroyed or injured beyond repair, the Lessees shall and will forthwith in writing (delivered to the Lessors manager) notify the Lessors of such destruction or injury as the case may be, and shall and will at their own cost and as often as may be, ~~and shall and will obtain their own cost and as often as may be~~ necessary replace the railroad equipment and rolling stock that may be so destroyed or injured by other railroad equipment and rolling stock of equal value and of like material, character and construction; and if all or either or any part of either of them or any portion of each kind be in any way lost or destroyed or injured as aforesaid prior to actual return to the Lessors, and the same are not replaced as above provided, said value with interest at six and one quarter per cent per annum from the date of these presents less two-thirds of the rent (to be credited pro rata to each item of said railroad equipment and rolling stock on the basis of the respective values above assigned to the respective items) that may have been previously paid for the use of said railroad

equipment and rolling stock shall notwithstanding anything herein contained become immediately due and payable and shall be paid by the Lessee to the Lessors; and in case said railroad equipment and said rolling stock shall be returned to or be reclaimed by the Lessors under the provision of this Lease in a damaged condition, the amount of any damage so done shall be paid by the Lessee to the Lessors, which said damage shall be conclusively determined without right of appeal by the written finding of all or of the majority of three arbitrators residing in Toronto to be appointed - one by the Lessors, one by the Lessee, and the third by the two first chosen; if within five days after notice to the Lessee to name an arbitrator one be not named by them the Lessors may forthwith name the three who shall act with like effect as if they had been mutually chosen.

II. It is further Agreed, That the Lessee will not use or allow the said railroad equipment and rolling stock to be used otherwise than as is herein permitted, nor sell, assign, transfer or dispose of the same or of this contract without the written consent of the Lessors first had and obtained; and that the Lessee will deliver to the Lessors at the expiration of every year from the date hereof an accurate statement by their General Manager or other proper officer or agent in respect of said railroad equipment and rolling stock specifying the number, description and condition of each and whether it is in actual use or undergoing repair or destroyed or otherwise and whether it has been repaired and to what extent during the year then elapsed, and will permit any person appointed by the Lessors to inspect once in every year at a reasonable time all said railroad equipment and rolling stock and will furnish such person with all reasonable facilities and with authority to travel without charge by any regular train over the railroad of the Lessee, and of any Company controlled by them for the purpose of making such inspection and the expenses of such inspection shall be paid by the Lessee to the Lessors, and when required will forthwith said railroad equipment and rolling stock to the Lessors agent for examination.

III. It is further Agreed, That the Lessee shall keep the said railroad equipment and rolling stock in proper and complete repair and working condition until the said first day of October one thousand nine hundred and five (reasonable wear and tear alone excepted); and such repairs and work done in order to keep the said railroad equipment

and rolling stock in this good order and condition shall be made and maintained to the satisfaction of the agent or engineer of the Lessors.

IV. It is further Agreed, That the Lessee shall at the request of the Lessors have the said railroad equipment and rolling stock insured for the benefit of the Lessors to such an amount not greater than the above valuation as may be required by the Lessors and shall pay for and keep the said railroad equipment and rolling stock so insured for and during the continuance of this lease and deposit the policies of insurance with the Lessors; but the said Lessors may notify the Lessee not to do so and thereafter the Lessors may at their option cause an insurance to be effected in such companies and in such manner as they may from time to time think best and the said Lessee shall and will on demand pay the premiums for such insurance and such other expenses as may be incident thereto in respect of the period after that if any, for which the Lessee may have effected insurance before notice.

V. It is further Agreed, That on conspicuous places selected by the Lessors on the body of each of said items of railroad equipment and rolling stock at the cost of the Lessee there shall be placed two cast iron plates with the following lettering in large letters The Victoria Rolling Stock Company of Ontario owners Trust Series "E". for the purpose of designating the same as the property of the Lessors, and held by the Lessors under these presents, and the Lessors may change the same or otherwise mark the leased railroad equipment and rolling stock as the Lessors shall from time to time require; and in the event of any of said marks or signs being destroyed or partially obliterated or becoming indistinct, the Lessee shall immediately restore the same; and all such other things whether in the invention of inventions of writing or otherwise, shall be done as by the counsel of said Lessors shall be deemed necessary and expedient for the full and complete protection of the rights of said Lessors as owners of said railroad equipment and rolling stock.

VI. The Lessee agree to pay in gold coin to the Lessors on the days and times, at the place fixed, at the Head Office of the Dominion Bank in the city of Toronto, the following sums as rent for said railroad equipment and rolling stock namely: forthwith in cash the sum of Fourteen Thousand Dollars.

On the first day of April, 1896, the sum of..... $3099.61
On the first day of October, 1896, the sum of $3099.61
On the first day of April, 1897, the sum of $3099.61
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On the first day of October 1901, the sum of $3099.61
On the first day of April, 1902, the sum of $3099.61
On the first day of October, 1902, the sum of $3099.61
On the first day of April, 1903, the sum of $3099.61
On the first day of October, 1903, the sum of $3099.61
On the first day of April, 1904, the sum of $3099.61
On the first day of October, 1904, the sum of $3099.61
On the first day of April, 1905, the sum of $3099.61
On the first day of October, 1905, the sum of $3099.61

making for all the payments of rent the sum of One Hundred and One Thousand, Five Hundred and Ninety-five Dollars and Twenty cents ($101,992.20) over and above such cash payments of Fifteen Thousand Dollars, and each of such payments other than such cash payment shall be represented by the written obligations of the Lessees for the like amount bearing even date herewith, and maturing so that the day of payment shall be the day when such an amount of rent is payable. And the Lessees further agree to pay all taxes that may at any time be levied or assessed upon said railroad equipment and rolling stock, or upon the obligation for rent hereby entered into by the Lessees, or upon this contract including all taxes, and assessments whether municipal, parliamentary or otherwise levied or assessed against the Lessors by reason of these presents, and all premiums for insurance that may be paid by the Lessors under the provisions of these presents.

VII. It is further Agreed, That the Lessees shall and will on the said first day of October one thousand nine hundred and five, or sooner determination of this Lease, return and deliver the said railroad equipment and rolling stock in the city of Toronto into the possession of the Lessors or their

agent by writing authorized to receive the same, in their present good order and condition (reasonable wear and tear alone excepted) and without expense for non-delivery, because of unavoidable accident.

VIII. It is further Agreed, That in the event of the waiver of the benefit of any covenant or condition in this lease, on the part of the Lessors, such waiver however often the same shall happen shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which such waiver shall specially relate, nor to be a general waiver of the benefit of any such covenant or condition.

IX. It is further Agreed, That if at any time the Lessees shall make any default in performance of any of their undertakings herein entered into, or shall fail to pay such rent as it matures, or said insurance premiums or taxes or shall fail to keep and maintain the said railroad equipment and rolling stock in good order and condition or on said first day of October one thousand nine hundred and five or sooner determination of this lease, shall fail to deliver possession of the same or having paid said rent shall fail within the time limited to purchase and pay for said railroad equipment and rolling stock then said Lessors may at their option without demand first made repossess themselves of said railroad equipment and rolling stock whether the same be on the premises of said Lessees or elsewhere, and the Lessors may for this purpose without hindrance with all necessary engines, servants, appliances and assistants enter said premises and any premises of any company controlled by the Lessees, and remove said railroad equipment and rolling stock therefrom, or at the Lessors option may keep the same on any of said railways or premises until the Lessors shall have sold them, and shall hold the same discharged from any further liability hereunder, and from the Lessees option to purchase and shall be entitled to hold and maintain all rent theretofore paid to them, and to recover forthwith from the Lessees rent at the rate aforesaid up to the time of such repossession, together with damages to be ascertained by arbitration as above, in case of inquiry to said railroad equipment and rolling stock 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 date of such repossession to the end of this term, viz, up to the first day of October one thousand nine hundred and five as if the same was then actually due and payable, and by allowing them on account of such indebtedness a credit less expenses of two-thirds of

the actual value of the railroad equipment and rolling stock thus repossessed, to be estimated as of the date of such repossession, but which estimated value shall not exceed the value placed upon said railway equipment and rolling stock in the first paragraph of these presents or at the option of the Lessors such estimated value shall be arrived at by actual cash sale of the said railroad equipment and rolling stock; and in the latter event such credit shall be the amount actually realized by the Lessors on any such sale and with a view to such sale the Lessors may offer said railroad equipment and rolling stock for sale by public auction or private contract in one or more parcels as they may deem proper, and may buy in and re-sell without being answerable for any loss or waste of all or any portion thereof. It is agreed that in case possession of any of the said railroad equipment and rolling stock shall in the course of traffic be transferred from the Lessee to any other Company or person, such other company or person shall be answerable to the Lessors for the re-delivery of the same.

V. The Lessors shall have the right at all reasonable times, by themselves or their agents or servants to examine and inspect the said railroad equipment and rolling stock for the purpose of ascertaining whether the Lessee are complying with the terms of these presents.

VI. After the said Lessee shall, in manner and form herein provided, and without default, have paid to the Lessors the said sum of nineteen thousand dollars, and the said sum of one hundred and one thousand, nine hundred and ninety-two dollars and twenty cents, for rent, and all said taxes and insurance moneys and expenses and also shall have kept observed and performed in every respect all the covenants, agreements and stipulations herein contained, and on the part of the Lessee to be kept observed and performed then it is agreed that the Lessee 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 railroad equipment and rolling stock at the price of one dollar and upon the payment of the said sum to them, the Lessors shall thereupon by bill of sale convey said railroad equipment and rolling stock to the said Lessee.

VII. Nothing hereincontained and no action hereunder, shall divest the title of the Lessors to said railroad equipment and rolling stock until the sums above enumerated and the purchase money with the insurance premiums above named and interest thereon at said rate shall have been

fully paid by said Lessee, and until the bill of sale therefor shall have been delivered. Until after such payment and delivery the said railroad equipment and rolling stock shall remain the property of the Lessors, and no right whatever thereto shall pass to the Lessee excepting that of using the same in strict compliance with the terms of these presents.

VIII. In case the Lessee shall at any time assign the said railroad equipment and rolling stock and these presents, then it shall be and become a contract between the Assignee and Lessee, and the Assignee shall have and possess all the property rights, powers and remedies which are now held owned, possessed or belonging to the Lessee, and with the same effect as though these presents had been originally made between the Assignee and Lessee.

XIV. The giving of said written obligations shall not operate as payment or satisfaction of any portion of said rent, but said written obligations shall be deemed merely collateral to the covenants for payment of rent.

XV. In the event of the Lessors becoming entitled to repossess themselves of the said railroad equipment and rolling stock or any part thereof under any of the terms of these presents they shall be entitled to be supplied by the Lessee with proper sidings along the Lessee's lines and to have such railroad equipment and rolling stock delivered to the Lessors at such sidings and to store the same there free of charge, so long as the Lessors so require - such siding accommodation to be at such point or points as the Lessors in writing shall name.

XVI. The terms "railroad equipment and rolling stock" used in these presents shall include all the engines, tenders and cars with their furnishings and other appurtenances mentioned or referred to in the first paragraph of these presents and any engines, tenders, cars, furnishings, and other appurtenances that may be substituted for any portion thereof.

In Witness Whereof, the Lessors have hereunto set their corporate seal by the hand of their President and Secretary and the Lessee have hereunto set their corporate seal by the hand of their President and Secretary.

The Victoria Rolling Stock Company of Ontario—

Wm Murdock
President.

R. A. Smith
Secretary.

In presence of
W. F. Miller
as to execution by
Victoria Rolling Stock
Company of Ontario

The Duluth, South Shore and Atlantic Ry Co.
By Samuel Thomas
President
Geo. H. Church
Secy.

United States of America
State of New York
City and County of New York } ss.

On this 14th day of October, 1915, before me, a Notary Public in and for the City and County of New York in the State of New York, personally came Samuel Thomas the President, and Geo. H. Church, the Secretary of The Duluth South Shore and Atlantic Railway Company, to me personally known to be such President and Secretary, and to be the persons who executed the foregoing instrument, on behalf of the said Company, as the President and Secretary thereof, respectively, and whose names are thereunto subscribed as such officers; and they severally duly acknowledged the same to be their free act and deed, as such President and Secretary, and the free and voluntary act and deed of the said Duluth, South Shore and Atlantic Railway Company, for the uses and purposes therein expressed; and the said Samuel Thomas and Geo. H. Church, being by me first duly sworn, did depose and say, that they are respectively the President and Secretary of the said Company, as hereinbefore stated; that they know the corporate seal of the said Company; that the seal affixed to the foregoing instrument is the corporate seal of the said Company; that the said instrument was signed and sealed on behalf of the said Company by its authority and that they signed their names thereto as such President and Secretary by the like authority.

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

Caroline A. Langlin
Notary Public, (53)
County of New York.

Notary Public
New York Co.

Province of Ontario
County of York
City of Ontario
To wit.

Received this 22nd day of October A.D. 1915 at 2:30 P.M. and entered for record in Liber 2 of Deeds for the County of York, page 331

I, William Nicholas Miller, of the City of Toronto, in the County of York, Esquire, a Notary Public by Royal authority duly appointed in and for the Province of Ontario, Do hereby certify that William Murdock, President, and Robert A. Smith, Secretary of The Victoria Rolling Stock Company of Ontario, executed the foregoing instrument on behalf of the said Company, as such President and Secretary thereof respectively, and their names are thereunto subscribed as such officers.

That I know the Corporate Seal of the said Company, and that the seal affixed to the foregoing instrument is the Corporate Seal of the said Company.

That such instrument was signed and sealed on behalf of the said Company by the said President and Secretary under the authority of a resolution expressly passed for the purpose, the same having been passed by the Board of Directors of said Company in my presence, and the said President and Secretary of such Company signed their names as such President and Secretary under the authority of such by-law.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal of Office at my chambers in the City of Toronto, this twenty-first day of October, A.D. 1915.

W. N. Miller.
A Notary Public &c.

Province of Ontario
Notary Public

State of Michigan
Department of State } ss.

I, Geo. W. Selden Deputy Secretary of State of the State of Michigan, Do hereby certify, That the foregoing lease was received for record in this office on the twenty-second day of October, A.D. 1915 and is recorded in Record of Leases and Contracts No. 1, on pages 54, 55, 56, 57, 58, 59, 60, 61

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State of Michigan, at Lansing this 23rd day of Oct. A.D. 1915.

Geo. W. Selden
Dep. Secretary of State.

Oct 23 1915

Equipment Lease

by the United States Car Company, hereinafter called the Lessor, to the Wisconsin and Michigan Railway Co. of Chicago, Ills., a corporation organized under the laws of the State of Wisconsin, hereinafter called the Lessee.

The Lessor above named, as owner thereof, hereby agrees to lease to the Lessee above-named, its successors and assigns, and the said Lessee agrees to hire from the said Lessor the following railroad equipment and rolling stock, to-wit:

	Railroad Numbers.	Owner's Plate Numbers.
Two hundred and fifty (250) Box Cars.	1000 to 1499 even numbers only.	Series A 1 to 250.

All said cars to be built by said Lessor according to specifications and drawings heretofore agreed upon and hereto annexed.

Such renting and hiring to be in respect of each of said cars for the period of six years from October 19th 1895, subject, however, to the provisions and conditions hereinafter contained.

It is agreed that the value of said cars is as follows:

Four Hundred and Fifty Dollars each ($450.00) amounting in all, to the sum of One Hundred and Twelve Thousand, Five Hundred Dollars ($112,500.00). Deliveries of said cars shall be as follows:

At the works of The United States Car Co. in Hegewisch, South Chicago, to commence not later than Sept. 1st 1895 and continue at the rate of ten cars per day until completed.

But the Lessor shall not be responsible or in default by reason of any delays in construction or in deliveries here-under caused by strikes or combinations of labor, fires, extraordinary conditions of weather, accidents at the Lessor's works, perils of transportation, or other causes beyond its control. Said cars shall be inspected, accepted and receipted for, or rejected, at the works of the Lessor previous to delivery, for which purpose the Lessee agrees to employ a competent inspector, who shall be present at said works during the construction of said cars at such times as may be necessary to inform himself as to quality of construction and continuously during periods of delivery, if so requested by the Lessor; and such acceptance and receipt shall be final and conclusive evidence that said cars conform in all respects to the requirements of this contract, and that they have been accepted by said Lessee as satisfactory.

In consideration of the use of said property and the stipulations hereinafter contained, said Lessee agrees with said Lessor as follows:

First. Upon acceptance by the Lessee of each car as hereinbefore provided, the said Lessee agrees to pay to the said Lessor, as rent for the use thereof, One Hundred and Twelve 50/100 Dollars, in cash for each car so accepted, making for the total cash payment the sum of Twenty-eight Thousand and One Hundred and Twenty-five Dollars and to pay the remainder of the rent of each car by installments as follows, namely:

Twenty-four consecutive quarterly payments of $4212.35/100 each, from Jan. 19th 1896 to October 19th 1901, both inclusive, making in all for such deferred payments the sum of One Hundred and One Thousand Ninety-six 40/100 Dollars (101,096 40/100)

Second. Each of such installments of rent shall be evidenced by a Note or Lease Warrant for the amount thereof, executed by the Lessee at the time of the acceptance of each of said cars, drawn to its own order and by it endorsed and delivered to the Lessor, of the following tenor:

Chicago, Ills. Oct. 19th 1895.

$4212 35/100

Negotiable

Without grace, on the 19th day of ——— 18— for value received, the Wisconsin and Michigan Railway Co. promises to pay to the order of the Wisconsin and Michigan Railway Co. Four Thousand Two Hundred and Twelve 35/100 Dollars for rental of two hundred and fifty Box Cars, under contract of lease dated July 6th 1895 with the United States Car Company payable at the office of the United States Car Company, in the city of New York

Wisconsin and Michigan Railway Co.

By ——— President.

Series No. Due 18—

Third. Said cars shall remain the exclusive property of said Lessor, and said Lessee agrees to hold the same until the determination of this lease, at the Lessee's own risk; and on said 19th day of October 1901, or the prior determination of this lease, the Lessee shall and will return the same to the Lessor in their original good order and condition, reasonable wear and tear alone excepted, and without expense for non-delivery or account of any accident unavoidable or otherwise, unless the same shall have been purchased by the said Lessee from the Lessor within the time and in the manner hereinafter specified

Fourth. In case the said Lessee shall make default in the payment of the cash rental or any of the notes aforesaid, or any part thereof, according to their tenor on the day when the same may be payable, or in case the Lessee shall violate this agreement in any respect whatsoever, this lease shall immediately cease and determine at the option of the Lessor, and thereupon the Lessee shall and hereby agrees to return the aforesaid cars to the Lessor at such

place as may be designated by the Lessor, at the Lessee's own charge and expense, and the sums paid and payable upon all the aforesaid notes up to the date of such surrender and delivery shall be deemed a payment on account of the use of said property up to such date, and shall be retained as such by the Lessor. Said Lessee further agrees, that in case of any such default, the Lessor may seize any or all of said cars wherever the same may be found and resume possession thereof, free from any legal or equitable claim of said Lessee of, in, or to said cars, and for the purpose of resuming possession of the same the Lessor or its agents may in such case without let or hindrance, enter upon the road and premises of the Lessee, and said Lessee agrees, that it will hold said Lessor harmless from, and pay any and all costs, debts, demands or liability whatsoever, which said Lessor may incur by reason of any such default or seizure.

Fifth. In case said cars, or any of them, be returned by said Lessee to said Lessor, or seized by said Lessor, as aforesaid, by reason of such failure to perform, violation or default, the said Lessor shall have the right to sell, without notice, the said cars or any of them at public or private sale, and to apply the proceeds as follows:

First, to the payment of any and all costs or charges incurred by the Lessor for the transportation, preservation or custody of said cars in regaining possession thereof, any and all legal costs, fees and charges incurred by the Lessor in protecting its interest in and ownership of said cars, or in the sale thereof, any and all losses to the Lessor caused by the purchase of material, the hiring of labor, or the incurring of any obligation whatever for the purpose of performing this contract, and any and all other losses, charges and expenses whatsoever caused to the Lessor directly or indirectly by reason of such default, violation or failure to perform.

Second, to the payment of any and all of said notes representing installments of rent of said cars for the whole of said term of six years, whether said installments shall then have fallen due or not, less interest at five per cent, and notwithstanding that said cars be so taken possession of, removed, and sold prior to the expiration of this lease.

In case the proceeds of such sale, remaining after payment of all other charges and expenses as hereinabove specified, shall not be sufficient to pay all of said notes in full, the part of such proceeds so remaining shall be applied to the pro rata payment of all of said notes then outstanding and unpaid

with interest to the date of maturity, without preference or priority and irrespective of the dates of their maturity, and said Lessee shall be liable to pay the deficiency to the Lessor, on demand, until all said notes shall have been paid in full; but if the proceeds so remaining shall be more than sufficient to pay all such unpaid notes representing installments of rent with interest and expenses, then the surplus shall be paid to the Lessee, in so far as may reimburse the Lessee for any rental therefore paid.

In case there shall be at the time of the return or seizure of any of said cars as herein provided any sums of money theretofore earned by the same or any part thereof, while in the Lessee's possession and due and owing to the Lessee on account thereof, the Lessor shall be entitled forthwith to demand and receive the same, and the Lessee agrees to aid in the collection thereof by the Lessor, and to advise the Lessor of the amount of such sums and the names of the persons or corporations owing the same, and to execute any and all orders or other documents necessary for the payment thereof to the Lessor. And any such sums actually received by the Lessor shall be applied to the payment of losses, charges and expenses of the Lessor, and to the payment of said notes in the same manner as is herein provided for the application of the proceeds of a sale of property returned to or seized by the Lessor

Sixth. As an inducement to secure the prompt and punctual payment of said notes as aforesaid, the same being the rent for the use of said cars, the Lessor agrees, that upon the full payment of each and all of the aforesaid notes according to their terms, and the performance by the Lessee of the several conditions and agreements herein contained, it, the said Lessor, will, in consideration of the payment of the further sum of Five Dollars by said Lessee to said Lessor sell the aforesaid cars, and execute and deliver to the Lessee a bill of sale thereof

Seventh. Each separate car shall be marked in a conspicuous place and on both sides thereof in plain and conspicuous letters, "The United States Car Company. Owner. Leased to Wisconsin and Michigan Railway Co., Series A. No (1 to 250)", and at all times, the name, number, plate and such other marks and signs of ownership of the Lessor, as it may at any time see fit to use, shall be fixed and retained upon each of said cars for the purpose of making the ownership publicly known. In the event of any such marks or signs being destroyed or altered, the Lessee will immediately restore the same, and such other things shall be done as by said Lessor shall be deemed necessary and expedient

for the full and complete protection of the rights of said Lessor, as owner of said cars.

Eighth. The said Lessee hereby agrees to keep the said cars insured for Eighty-five Thousand Dollars, at its own expense for the benefit of the Lessor, in companies approved by the latter, and to assign the policies of insurance to the Lessor. In case the Lessee shall neglect to insure said property and assign the policies thereof as aforesaid, said Lessor may insure the same at the expense of the Lessee and said Lessee agrees to pay such expense on demand in addition to and as part of the rent hereinbefore mentioned. The Lessee shall replace any cars lost by fire, or otherwise destroyed, or which may be in any way damaged so as to be rendered useless, and in that case it shall receive from the Lessor the amount of insurance, if any, collected from the Insurance Company on such loss.

Ninth. Said Lessee further agrees to pay all the taxes, license fees and public charges of any description that may at any time during the pendency of this lease be imposed, levied or assessed upon the said cars, or the ownership or use thereof, and to keep the said cars in good order, condition and repair, subject at all times to inspection by the Lessor, paying all the charges for repairs and renewals, until the payment of each and all of the notes aforesaid. In the event of its failure to pay taxes and insurance, and any and all other charges and sums herein agreed to be paid by it, and to keep said cars in good condition and repair, and to replace any which may be destroyed, the Lessee agrees that this lease may be terminated at the option of the Lessor in the same manner as hereinabove specified in case of a default in payment of rent. The Lessee agrees to reimburse the said Lessor for any expense attending the execution, acknowledgment, filing or recording of this agreement.

Tenth. The terms, provisions and conditions of this agreement shall at all times inure to the benefit of the successors and assigns of the Lessor, and the assigns of the Lessor or any persons or corporations with whom the said notes or lease warrants may be pledged or hypothecated, or to whom the same may be transferred or sold, shall be entitled to all the rights of said Lessor as fully as if in this agreement such persons or corporations were nominated as parties of the first part, and no assignment, pledge or hypothecation of said notes or lease warrants by the Lessor, or its assigns shall affect in any way the validity of this agreement or the obligations of the Lessee thereunder.

In Witness Whereof, the Lessor and Lessee aforesaid have executed these presents in triplicate this sixth day of July A. D. 1895 the Lessor by causing its corporate name to be hereto affixed and its corporate seal to be hereunto attached, attested by its Secretary, and the Lessee by

R. P. Hoss
Notary Public (158)
New York Co.

The United States Lease Company
By Thos. Isings
V. President

Lee Dix - - - - - - - - - - - Secretary

Wisconsin and Michigan Railway Co.
By... Siegfried Mc. Fisher
President.

Attest:
J. H. Farran - - - - Secretary

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

Personally came before me R. P. Hoss a Notary Public for the County of New York, in the State of New York, duly commissioned and sworn, this 24th day of October, 1895, the above named Thomas Isings to me known, and who being by me duly sworn did depose and say that he resided at New York City; that he was the Vice-President of the United States Lease Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing lease was such corporate seal; that it was affixed thereto by order of the Board of Directors of said Company, that he signed his name thereto by like authority as Vice-President of said Company. And the said Thomas Isings thereupon acknowledged to me that he executed the foregoing lease as the act and deed of the said Company, being thereto duly authorized by the Board of Directors of said Company.

R. P. Hoss
Notary Public (158)
New York Co.

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

I, Henry D. Purroy, 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 R. P. Voss 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 or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the 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

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County the - - - - day of - - - - 189-

Henry D. Purroy
Clerk

New York Seal.

State of Illinois }
County of Cook }

Personally came before me Vilma M. Roe, a Notary Public for the county of Cook, in the State of Illinois, duly commissioned and sworn, this 16th day of November, 1895, the above named Siegfried M. Fischer, to me known, who being by me duly sworn did depose and say that he resided at Chicago, Cook County, Illinois, that he was the President of the Wisconsin and Michigan Ry. Co., that he knew the corporate seal of said company, that the seal affixed to the foregoing lease was such corporate seal, that it was affixed thereto by order of the Board of Directors of said company and that he signed his name thereto by like authority as President of said company. And the said Siegfried M. Fischer thereupon acknowledged to me that he executed the foregoing lease as the act and deed of the said company, being thereunto duly authorized by the Board of Directors of said Company.

Vilma M. Roe.
Notary Public

Vilma M. Roe Notary Public Cook Co.

State of Illinois }
Cook County } ss.

I, Philip Knopf, Clerk of the County Court of Cook County, the same being a Court of Record having a seal. Do Hereby Certify that Vilma M. Roe Esq., whose name is subscribed to the proof or acknowledgment of the annexed instrument in writing, was at the time of taking such proof or acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois. That I am well acquainted with his handwriting and verily believe that the signature to the said proof or acknowledgment is genuine; and further that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at the city of Chicago in the said County this 25th day of November, 1895.

Philip Knopf
Clerk.

Cook County Court Seal Ill.

State of Wisconsin }
Department of State } ss.

Received this 26th day of November A. D. 1895 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 332 to 339 inc.

Henry Casson
Secretary of State

Indexed

Satisfaction of this mortgage recorded in Vol. 12 of R.R. Mortg. & Bonds on page 67.

Waukesha Beach Electric Railway Company to W. G. Frame, Trustee. Mortgage.

This indenture made and intered into this 10th. day of December, A. D. 1895. by and between The Waukesha Beach Electric Railway Company a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, party of the first part, and Andrew G. Frame, of Waukesha, Wisconsin, party of the second part.

Whereas, the said The Waukesha Beach Electric Railway Company party of the first part, a corporation duly organized and existing under the laws of the State of Wisconsin, and authorized by the laws of its organization to build, own, acquire, operate and maintain railways in said State, has constructed, built and acquired, and is now the owner and in possession of and operating a certain railway in said State of Wisconsin, extending from the village and town of Waukesha Waukesha County, Wisconsin, in a northwesterly direction to a point in the south half of section twenty-four (24) in the town of Delafield, in said county of Waukesha; which main line is about six miles in length, and.

Whereas, the said party of the first part The Waukesha Beach Electric Railway Company, is indebted to divers and sundry persons in the sum of Five Thousand Dollars ($5,000.00) now partly accrued by liens, all of which is past due, and it is desirable to provide funds to liquidate such indebtedness, and

Whereas, the party of the first part, for the purpose of providing ways and means for paying such indebtedness, has authorized the making of a second mortgage covering its present entire railroad, and such extensions and connections thereto as may hereafter be made, to secure bonds to the amount of Five Thousand Dollars ($5,000.00), payable December 1, 1900, after date hereof; which said bonds are to be issued, sold and disposed of at the times, in the manner, and for the purposes herein after particularly specified. Said bonds to be in sums of Fifty Dollars ($50.00) each, payable in United States gold coin, at present standard of weight and fineness, on the first day of December, A. D., 1900, with interest thereon from the first day of December, A. D., 1895, at the rate of six per cent per annum, payable annually on the first day of December in each year. Which said bonds are of even date herewith, numbered consecutively from one to one hundred both inclusive, all of

like tenor, equal and alike secured, and to be signed by the officers of the company for the time being, and substantially in the form following:

$500.00 No. _____

United States of America

Office of The Waukesha Beach Electric Railway Company.

Waukesha, Wisconsin, December 10th, 1895.

Know All Men By These Presents, That The Waukesha Beach Electric Railway Company, for value received is indebted to the bearer in the sum of Fifty Dollars in gold coin of the United States of America, of present standard weight and fineness, which indebtedness it promises to pay on the first day of December, A. D., 1900, at the office of the said Railway Company in Waukesha, Wisconsin, with interest thereon from the first day of December, A. D. 1895, at the rate of six per centum per annum, payable annually on the first day of December in each year, at the office of said railway company in Waukesha, Wisconsin, on presentation and surrender of the annexed coupons as they severally become due. The said The Waukesha Beach Electric Railway Company hereby reserves the right to pay at its option this Bond in full on or before due.

If the obligor, or its successors, shall make any default in the payment of any annual interest on this bond for one year from the day it becomes due, then the whole principal hereof shall, at the option of the holder of this bond 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, numbered from one (1) to one hundred (100), inclusive, aggregating Five Thousand Dollars of like tenor, date and amount, the payment of which is secured by a second mortgage deed of trust upon all the assets of said Railway Company, as more particularly described in the trust deed securing the same, duly executed and delivered by The Waukesha Beach Electric Railway Company, the obligor, to Andrew G. Frame, Trustee, of Waukesha, Wisconsin, bearing date December 10, 1895, and is subject to a first mortgage deed of trust on same property for $50,000.00, bonds dated June 15th, 1895.

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 The Waukesha Beach Electric 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 10th day of December, in the year of our Lord one thousand eight hundred and ninety-five.

The Waukesha Beach Electric Railway Co.

by.....

President.

Attest:.....

Secretary.

No. 5 $3.00

On the first day of December, 1900 The Waukesha Beach Electric Railway Company will pay to bearer Three Dollars ($3.00) at the office of said Railway Company in Waukesha, Wisconsin (with exchange on New York if desired) being one years interest due that day on its bond No. ____

.....Secretary.

No. 4. $3.00

On the first day of December 1899. The Waukesha Beach Electric Railway Company will pay to bearer Three Dollars ($3.00) at the office of said Railway Company in Waukesha, Wisconsin (with exchange on New York if desired) being one years interest due that day on its bond No. ____

.....Secretary.

No. 3 $3.00

On the first day of December, 1898. The Waukesha Beach Electric Railway Company will pay to bearer Three Dollars ($3.00) at the office of said Railway Company in Waukesha Wisconsin (with exchange on New York if desired) being one years interest due that day on its bond No. ____

.....Secretary.

No. 2 $3.00

On the first day of December, 1897. The Waukesha Beach Electric Railway Company will pay to bearer Three Dollars ($3.00) at the office of said Railway Company in Waukesha, Wisconsin (with exchange on New York if desired) being one years interest due that day on its bond No. ____

.....Secretary.

No. 1 $3.00

On the first day of December, 1896. The Waukesha Beach Electric Railway Company will pay to bearer Three Dollars ($3.00) at the office of said Railway Company in Waukesha, Wisconsin (with exchange on New York if desired) being one years interest due that day on its bond No. ____

.....Secretary.

(Endorsement)

$50.00 No. ____

The

Waukesha Beach Electric Railway Company.

+ + + + + + + + + + +

Second Mortgage. Five Years, Six Per Cent.

Gold Bond.

Due December 1st. 1900

Interest payable on the 1st day of December.

+ + + + + + + + + +

This is to certify that the within Bond is secured by a Mortgage Deed of Trust, executed by The Waukesha Beach Electric Railway Company, to Andrew J. Frame, as Trustee, bearing date on the 10th day of December, 1895; and that said Trustee has caused said Mortgage to be duly recorded in the office of the Secretary of State for the State of Wisconsin. ____

.....Trustee.

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, principal and interest of each and all said bonds so to be issued as hereinbefore recited and provided, and every part of said principal and interest as the same shall become due and payable according to the tenor of said bonds, and also the performance of all covenants and conditions by the said party of the first part in the said bonds and this indenture expressed, has granted and sold, and by these presents does grant bargain, sell, convey and transfer to Andrew J. Frame, party hereto of the second part, as Trustee and in Trust, and to his successor or successors, all and singular the railway and railways of said party of the first part, with the road bed, grades, right of way, not to exceed sixty (60) feet in width, nor less than fifty (50) feet in width, bridges, depots, grounds and fixtures, rights, privileges, franchises, immunities, exemptions, power

house and car barn, and the grounds upon which the same stand; rolling stock, furniture, implements, appendages and appurtenances used in connection with said railway, in any manner whatever, now belonging to said railway company, or to be hereafter acquired by it; comprising about six miles of railway in actual operation, more particularly described as follows:

A strip of land as now fenced not less than fifty (50) feet in width, nor more than sixty feet (60ft) in width, the center line of which runs as follows: begin about thirty feet (30 ft.) south of the section stone in the town line between the towns of Pewaukee and Delafield, on the south side of Pewaukee Lake in the county of Waukesha, Wisconsin; thence into section number nineteen (19) Town seven (7) North, Range nineteen (19) East, Easton a tangent nine hundred and thirty-eight (938) feet to the point of curve of a six (6) degree curve; thence curving to the right on a six (6) degree curve five hundred and eleven (511) feet; thence on a tangent south fifty-nine (59) degrees East, seven thousand four hundred and thirty five (7435) feet to the point of curve of a two (2) degree curve, in section twenty (20) Town seven (7) North, Range nineteen (19) East; thence curving to the right on a two (2) degree curve five hundred and seventy-one (571) feet; thence on a tangent south forty-three (43) degrees, thirty-four (34) minutes East five thousand eight hundred and seventy six (5876) feet to point of curve of a three degree curve, in section twenty-eight Town seven North, Range nineteen (19) East; thence curving to the right on a three (3) degree curve seven hundred and eighty-nine (789) feet; thence on a tangent south fourteen (14) degrees thirty (30) minutes East, three thousand four hundred and fifty feet (3450) to the point of curve of a three degree curve in section thirty-three (33) Town seven (7) North, Range nineteen (19) East; thence curving to the left on a three degree curve four hundred and fifty-two feet (452 ft.); thence on a tangent south thirty-three (33) degrees twenty-seven minutes East, one thousand six hundred and one (1601) feet to the point of curve of a six (6) degree curve; thence curving to the right on a six (6) degree curve, four hundred and fifty-eight (458) feet; thence on a tangent south five (5) degrees fifty-seven (57) minutes East, eight hundred (800) feet to the point of curve of a two (2) degree curve; thence curving to the right on a two (2) degree curve two hundred and eighty-three (283) feet into the north-east quarter of section four (4) Town six (6) north, Range

nineteen (19) East; thence on a tangent south seventeen (17) minutes East two thousand eight hundred and six (2806) feet to point of curve of an eight degree (8 deg.) curve; thence curving to the left on eight degree curve, three hundred thirty-six (336) feet to the south-east quarter of said section four (4); thence on a tangent south twenty (20) degrees twenty-six (26) minutes east, one hundred forty-seven (147) feet to the point of curve of a ten (10) degree curve; thence curving to the left on a ten (10) degree curve six hundred and sixty-two (662) feet; thence north eighty-seven (87) degrees, sixteen minutes (16') east, two hundred and twenty-six (226) feet to point of curve of a fifteen (15) degree curve; thence curving to right on a fifteen (15) degree curve, two hundred and twenty-two (222) feet; thence south thirty-six (36) degrees eight (8) minutes east, five hundred and forty-three (543) feet to a point on the south side of St. Paul Avenue in the village of Waukesha, Wisconsin; thence curving to the right on a thirty (30) degree curve, one hundred and ninety-six (196) feet to a point eighteen (18) feet east of the west line of the west line of State Street; thence south and parallel with west line of State Street three hundred and thirty-seven (337) feet to point of curve of forty (40) degree curve; thence curving to the left on a forty (40) degree curve and crossing State Street, two hundred (200) feet; thence south eighty-one (81) degrees East one hundred feet (100 ft.); thence easterly along the north side of the Chicago and Northwestern Railway and on the south way side of Bateson Alley and through the Chicago and Northwestern Depot grounds, a distance of two thousand eight hundred (2800) feet to Grand Avenue, in the village of Waukesha, State of Wisconsin.

Second. Beginning at a point about thirty (30) feet south of the section stone, in the town line between the towns of Pewaukee and Delafield, in the county of Waukesha, state of Wisconsin; thence west into section twenty-four (24) town seven (7) north, Range eighteen (18) East, one hundred and twenty-two feet to point of curve of a ten degree (10 deg.) curve; thence curving to the left on a ten degree (10 deg.) curve, two hundred and eighty-eight (288) feet; thence south sixty-one (61) degrees twenty-minutes (20') West, two hundred and sixty-four (264) feet to point of curve of a sixteen degree (16 deg.) curve thence curving to the right on a 16 degree curve, one hundred and ninety-one (191) feet; thence north eighty-eight degrees (88 deg.) West, three hundred and

linally, six (326) feet to terminus of the road; being of main line six and two tenths (6 2/10) miles together with one turnout or side track at the Black, three hundred and sixty-three (363) feet long, and one in the middle three hundred and nineteen (319) feet long, and one at Waukesha about three hundred (300) feet.— all as more particularly delineated upon the annexed map. Including in said mileage above stated one bridge across the Fox River, all tracks, culverts fences; also all boilers, engines and machinery used in and about the power plant of said Railway Company, and all poles, wire and machinery used for the transmission of power and the interlocking switch system at the crossing of the Chicago, Milwaukee & St. Paul Railway, and all rolling stock and equipment of every kind and description whatever, now owned by the party of the first part, or which may hereafter be owned or acquired by it, for the use and operation of said line of railway or any part thereof; which said rolling stock, equipment of the company now consists of three electric motor passenger cars, and Nine trail-er passenger cars; together with all and singular the rights privileges and corporate franchises connected with, or related to said railway, or to the construction, maintenance, use and operation of said railway, with all and singular the tenements, hereditaments and appurtenances to the said premises belonging, and all reversion and reversions, remainder and remainders, tolls, incomes, rents issues and profits thereof, and also all estate, right, title, interest, property, claim, possession and demand whatsoever, as well in law and in equity of the said party of the first part, which it now has, or may hereafter acquire, in and to the same, and every part thereof _____

_____To Have & 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 own proper use and benefit and behoof forever, _____

_____Subject, however to the lien of a First Mortgage Deed of Trust thereon, given by the party of the first part hereto to secure the payment of Fifty Thousand Dollars of First Mortgage Bonds dated June 15th 1895, due June 15th, 1915, bearing six per cent interest.- The party of the second part hereto being therein named as Trustee.

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 owners and holders thereof, in the manner herein contemplated and provided, and that any preference of one bond over another by reason of its priority of issue or otherwise, that is to say, upon the Trusts for the purpose of paying the indebtedness hereinbefore mentioned, incurred in the construction and equipment of said railway, as herein set forth, and thereby the said railway company of all indebtedness of every kind and nature, except the first mortgage indebtedness aforementioned. Until default shall be made in the payment of the principal or interest of the said bonds secured hereby or 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 contained and in said bonds contained, the party of the first part shall be permitted and allowed to hold, possess and enjoy the premises hereby conveyed, and to take and use the rents, profits, issues, income, and revenue thereof, and to dispose of the same in any manner not inconsistent with the provisions of this indenture. _____

In case default shall be made in the payment of interest or any part of the principal of any of said bonds, and the continuance of such default for one year, 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 conditions and requirements of said bonds, and of these presents, such latter default continuing for a period of one year 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 successor or successors in trust is and are hereby authorized, either 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 take the same, and in his or their discretion said Trustee or his successor or successors shall be authorized 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, issues and revenue thereof, 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 income, profits, issues and revenue, with the usual powers and duties of a receiver in like cases, and that if such receiver be nominated and designated by the holders of the majority of the bonds which these presents are executed to secure, then that such appointment shall be made by the said court, 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, income, profits, issues and revenues shall be applied by such receiver according to law, and the orders and practice of such court.

In case default shall be made and continued as aforesaid, it shall likewise be lawful for the said Trustee or his successor or successors, with or without actual entry, and acting either directly or by attorney or agents, to sell and dispose of all and singular the premises and property hereby conveyed and intended so to be, as an entirety at public auction in such place within the state of Wisconsin as the said Trustee may designate, and at such times as he may appoint, having first given notice of the place and time of such sale by advertisement published not less than once a week in one or more newspapers published in the village of Waukesha, Wisconsin, and the city of Milwaukee, Wisconsin, and to adjourn such sale from time to time at his discretion, and if so adjourning such 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 purchaser thereof good and sufficient deeds for 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 allowance of all expenses of sale, including attorneys and counsel's

fees, and all other expenses advanced or liabilities which may have been made and incurred by the said Trustee or Trustees in the Trust, 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 date of these presents, as well as reasonable compensation for his or their own services, and apply the proceeds to the payment of the principal and the interest of the aforesaid bonds as may be at the time unpaid (whether or not the same shall have been 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 of the said bonds hereby secured or 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 purchaser of the premises for the purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof, and having a receipt, be liable to see to its being applied upon, or for the trust 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.

In case default shall be made in the payment of any annual interest on any of the aforesaid bonds, at the time and in the manner expressed in the said bonds, and such default shall continue for one year after such interest becomes due, then and in such case the principal of all the bonds secured hereby shall, at the election of the Trustee or Trustees, such election to be evidenced by a written notice thereof, served upon the parties of the first part, become immediately due and payable, anything contained herein or in the said bonds to the contrary notwithstanding.

Whenever in the opinion of the party of the first part hereinafter set forth any real or personal property owned by this mortgage is not necessary for the use and convenience of said first party, in connection with

the operation of the line or lines of railway hereby conveyed, and it shall desire to dispose of or release the same, then, and in such case, it may sell such real or personal property and the proceeds thereof shall be paid to the party of the second part, or his successor or successors in this trust, and shall be by him or them held and applied as the party of the first part may in writing elect, either to the purchase and cancellation of one or more of the bonds to be issued under this indenture, or to the purchase of other property, real or personal required for the use or convenience of said first party in connection with the lines of railway conveyed by these presents.

If party of the first part shall elect to purchase property with such bonds, then the property so purchased shall be at once conveyed to the said party of the second part or to his successor or successors in this trust, as part of the estate hereby conveyed, but if it shall elect to apply such proceeds to the purchase of bonds issued under this indenture, then the same shall be so applied, and the bonds so purchased at the market rate at the time being, shall be cancelled by the said party of the second part, or his successor or successors, and delivered to said first party.

Upon receiving a certificate of the aforesaid opinion of the party of the first part in the form herein mentioned, together with the proceeds of the real or personal property so sold, the party of the second part, his successor or successors, shall make, execute and deliver all instruments requisite or necessary to clear the same from the lien of this mortgage, and shall hold the proceeds thereof subject to the election of the party of the first part as herein-above provided.

The evidence to be furnished to authorize the party of the second part, his successor or successors to release the same, and to receive and apply the proceeds thereof as above provided, shall be a resolution of the Board of Directors of the party of the first part, duly certified under its corporate seal, describing the property so to be sold or disposed of, setting forth that the same is no longer requisite or convenient for the operation of the lines of railway hereby conveyed, and that the sum stated therefor is a reasonable value thereof, and that it is for the interest of the parties hereto that the same

be sold or disposed of, and that the proceeds thereof be applied to the purchase of other real or personal property, or to the purchase of bonds secured by this indenture, as the case may be.

Provided, however, that the party of the second part, his successor or successors, may at his or their option require, and the party of the first part shall furnish any reasonable additional proof as to the necessity or expediency of selling, disposing of, or purchasing any such real or personal property, and as to the value of the property so proposed to be sold, disposed of or purchased.

It is hereby declared and agreed that it shall be the duty of the Trustee, his successor or successors, under this indenture to declare the principal of said bonds to be due, or to exercise the power of entry or the power of sale hereby granted or both, and to take appropriate legal proceedings to enforce the rights of the bond holders under these presents, upon any default under these presents, and upon receiving the requisition in writing hereinafter 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 the principal of any of said bonds, such requisition upon the Trustee or Trustees shall be by the holders of not less than one-fifth in amount of said bonds then outstanding; and upon such requisition, and a proper indemnification of 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 herein granted, 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 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 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. No action, suit or proceeding at law or in equity shall be had, prosecuted or maintained for the foreclosure of this mortgage or the enforcement of the lien hereby created by any person or party other than the

Trustee except upon the failure, neglect or refusal of the Trustee to act, within a reasonable time after he shall have been requested so to do as hereinabove provided.

Second: If the default be in 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 in 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 (duly confined) of the holders of said bonds, acting by a majority in interest, to instruct the said Trustee or Trustees by requisition 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 both, in waiving such default or otherwise, shall extend to or be taken or effect any subsequent default, or to impair the rights resulting therefrom.

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 three fourths of the outstanding 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 bonds secured by this mortgage, the said Trustee his successor or successors, are fully authorized, in his or their discretion, to make such purchase, and having so purchased said premises, the right and title thereto shall vest in said Trustee his successor or successors, in trust to dispose of the same in such manner as the holders of three-fourths of said outstanding bonds secured by this mortgage shall, in writing, request or direct.

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 created 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 imputation or stay of proceedings, or plead, nor interpose, or take advantage of any exemption laws, stay laws, valuation laws, redemption laws, or any other laws of the state, in which such property is or may be located, now in force, or which may hereafter be in force in said state, and which may in any way alter, affect, impair or impede the rights or remedies of the holders of said bonds, or of the said party of the second part, or his successor or successors as herein declared, or which shall effect or change the time, place, means or mode of perfecting, enjoying or enforcing any of such rights interests or remedies, as the same are herein declared and set forth.

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 imposed or assessed upon the premises and property covered by this indenture; and will pay and discharge all claims of every name and nature which may hereafter become a lien upon the property hereby conveyed, or any part thereof, prior or superior to this indenture; and will maintain and keep up the railways, with their equipment and rolling stock, in good order, and will, from time to time substitute new equipment and rolling stock, suited to the operation of the company, for any of the present or future equipment and rolling stock, which may be destroyed or become unfit for the use or unsuited to the operation of the company; said equipment and rolling stock shall always be in quantity and amount sufficient for the operation of the said lines; and will at all times 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.

It is further agreed, that when and as the interest coupons annexed to the bonds secured hereby mature and are paid by the railway company, or by any person or corporation for it or on its behalf, they shall be cancelled, and after default in the payment of any coupons or of interest on any bonds, such coupons shall not be deemed to be secured by or otherwise within the trusts of this mortgage, unless accompanied by the bond to which the same was originally attached; nor shall the interest so in default on any bond be assigned separately from the bond itself.

It is hereby understood and provided that the present or any future Trustee under this indenture may resign and discharge himself 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 Trusteeship, and execution of the conveyances hereinafter required, any vacancy in the office of any such Trustee, occasioning in any manner or at any time, may be filled by appointment by the party of the first part, provided that such appointment shall be ratified and approved by the Circuit Court for Waukesha County in the State of Wisconsin, and notice to the bondholders shall be published in two newspapers of general circulation in the village of Waukesha, Wisconsin, for thirty days, specifying the time and place of the application for such approval and ratification, which appointment and order ratifying and confirming the same shall be 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 to execute the purposes of this trust, without any further assurance or conveyance; but the surviving or continuing trustee, if any, 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 himself, 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 properly 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 occurred in said trust in manner 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 Five Thousand Dollars, to any court of competent jurisdiction for the appointment of a new

Trustee or Trustees, and upon such application a majority in interest of the 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 misconstruction of each other, and that the present and new Trustees shall be entitled to just compensation for all services which he or they may hereafter render in the said trust as hereinafter provided.

No bond shall be valid or secured under this mortgage deed of trust, except such as shall be authenticated by the certificate of the Trustee or Trustees endorsed thereon, signed by said Trustee or Trustees.

In case any bonds issued hereunder become mutilated or destroyed, it shall be lawful for the Railway Company to issue new bonds of like tenor and date, and bearing the same serial numbers and the officers of the company for the time being may sign, and the Trustee may certify the same for delivery in exchange for or in lieu of bonds so mutilated or destroyed.

And the said Andrew J. Frame, and his successor or successors in this trust, shall not be responsible for the acts of any agent or attorney employed by him or them, in pursuance hereof, nor for anything whatever in connection with this trust, except his own wilful misconduct or gross negligence, anything in this indenture or in the bonds issued hereunder to the contrary notwithstanding. The said Trustee, or his successor or successors shall receive from said Waukesha Beach Electric Railway Company for his services in the acceptance of this Trust, and the signing and delivering of the bonds issued hereunder, a sum not to exceed one dollar for each Fifty Dollar bond, payable from time to time, as the bonds are delivered by said Trustee, which compensation shall be in full for 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 entitled 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. The Trustee shall also be entitled to receive reimbursements for necessary expenses in the employment of counsel in executing the trust hereby created.

And it is agreed by and between the parties hereto, that coupons representing the several installments of interest upon the coupon bonds secured hereby, up to and including the installment of interest, payable on the first day of December, 1900, shall be annexed to the respective bonds at the time of their issue.

The said party of the first part, for itself, its successors or successors, hereby covenants to make, execute and deliver all such other 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 of this indenture; also to execute and deliver any further and reasonable and necessary deed or deeds, conveyance or conveyances to said Trustee, his successor or successors, for the more fully defining, designating and describing the railways and premises herein conveyed, and for the more fully securing the payment of said bonds particularly for the conveyance of any railways, lots, blocks, lands, property or premises or any right or interest therein, acquired by said party of the first part, or its successor or successors, subsequent to the date hereof, pertaining to the premises conveyed by this indenture, whether now owned by the party of the first part, or hereafter acquired.

Provided Always, And this grant and conveyance is upon the express condition that upon payment in full of the bonds to be issued hereunder, and the interest thereon, and on exhibiting the said bonds cancelled to the said Trustee, his successor or successors, then the estate, title and interest of the said Trustee, his successor or successors shall cease, determine and become void, and he shall, upon the request of the said party of the first part, 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 created, and covenants faithfully to execute the same

In Witness Whereof, The said parties hereto have caused these presents to be executed in triplicate, and

its corporate seal to be hereto affixed, and the same to be attested by the signatures of the Trustee and the President and Secretary of the Waukesha Beach Electric Railway Company, this 10th. day of December, A. D., 1898.

The Waukesha Beach Electric Railway Company.

by— A. Mc. Jones.
President.

Attest. T. E. Ryan
Secretary.

Waukesha Beach Electric Railway Company Seal

In presence of
E. W. Hamburg
Agnes Cahill

Andrew J. Frame (Seal)
Trustee

State of Wisconsin } ss
County of Waukesha }

Be it known that on the 10th day of December A. D. 1898, before me, the undersigned, a notary public duly commissioned in and for said county and duly authorized to administer oath, and take acknowledgment of deeds came A. Mc. Jones, President and T. E. Ryan, Secretary of the Waukesha Beach Electric Railway Company, and by me being duly sworn, did each depose and say, that they are respectively President and Secretary of the said Company; that they know the seal of said company, and that the said 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. They severally acknowledge the execution thereof to be their free act and deed, and the free act of said The Waukesha Beach Electric Railway Company, for the purposes therein expressed.

And I further certify that they are personally known to me to be the persons they are above described to be, and who executed this instrument.

In Witness Whereof I have hereunto set my hand and seal on the day and year above written

E. W. Hamburg
Notary Public.
Wisconsin

E. W. Hamburg Notary Public Waukesha Co. Wis.

State of Wisconsin }
County of Waukesha } ss.

Be it known that on the tenth day of December, A. D. 1895. 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 Andrew G. Snow, the party of the second part, and the Trustee named in the foregoing instrument, and the person who signed his name thereto as such, and acknowledged the execution thereof to be his free act and deed, for the purposes therein expressed.

And I certify that he is personally known to me to be the person described in, and who executed this instrument.

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

L. W. Hamburg.
Notary Public.
Waukesha County, Wis.

L. W. Hamburg Notary Public Waukesha Co. Wis.

State of Wisconsin } ss.
Department of State }

Received this 21st day of December A. D. 1895 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 340 to 358.

John M. Ewing
Assistant Secretary of State.

Agreement between
The St. Paul & Duluth Railroad Company
and the
Rice Lake, Dallas & Menomonee Railroad Co.

This Agreement, made this sixth (6th) day of September, A. D. 1895 between the St. Paul & Duluth Railroad Company, a corporation organized and existing under the laws of the State of Minnesota (hereinafter called the lessor), and the Rice Lake, Dallas & Menomonee Railroad Company, a corporation organized under the laws of the State of Wisconsin, (hereinafter called the lessee).

Witnesseth:

I. That said lessor agrees to lease to said lessee, and the said lessee agrees to hire from the said lessor, one locomotive engine, now known as Number Twelve (12) on the Saint Paul and Duluth Railroad, said engine to be hereafter lettered "R. L. D. and M. R. R., No. 2", and to bear a plate marked as follows: "St. P. and D. R. R. Co., owner and lessor".

II Said engine shall be ready for delivery by the lessor on or about the sixteenth (16th) day of September, 1895, or as soon thereafter as possible.

III. Such renting and hiring to be for a period of twenty-four (24) months from the 16th day of September, 1895. subject however, to the provisions and conditions hereinafter contained.

IV. It is hereby agreed that the value of said locomotive is Twelve Hundred ($1200.) Dollars.

V. The rental of said locomotive, payable to said lessor by said lessee, shall be as follows: A cash payment of fifty ($50) Dollars upon the execution of this agreement, and in addition to the above cash payment, Fifty ($50) Dollars on October 16th 1895, Fifty ($50) Dollars on November 16th, 1895. Fifty ($50.) Dollars on December 16th, 1895. Fifty ($50) Dollars on January 16th, 1896, Fifty ($50.) Dollars on February 16th, 1896. Fifty ($50) Dollars on March 16th, 1896. Fifty ($50.) Dollars on April 16th, 1896. Fifty ($50) Dollars on May 16th, 1896. Fifty ($50) Dollars on June 16th, 1896. Fifty ($50.) Dollars on July 16th, 1896. Fifty ($50.) Dollars on August 16th, 1896, Fifty ($50.) Dollars on September 16th, 1896. Fifty ($50.) Dollars on October 16th, 1896. Fifty Dollars ($50.) on November 16th, 1896. Fifty ($50.) Dollars on December 16th, 1896. Fifty ($50.) Dollars on January 16th, 1897. Fifty Dollars ($50.) on February 16th, 1897, Fifty ($50.) Dollars on March 16th, 1897. Fifty ($50.) Dollars on April 16th, 1897. Fifty ($50.) Dollars on May 16th 1897. Fifty ($50.) Dollars

on June 16th, 1891. Fifty ($50.) Dollars on July 16th, 1891, and Fifty ($50.) Dollars on August 16th, 1891, making in all for the total deferred payments the sum of Eleven Hundred and Fifty ($1150.) Dollars, which said sum is hereby made a lien upon said property.

VI. In case of default in payment of any installment or installments of rent on the day on which the same falls due hereunder, said lessor or its assigns shall have the right at its option by its agents, employes or attorneys to take immediate and exclusive possession of and remove the said locomotive which has been delivered to the said lessee under this agreement without forfeiting any rentals or payments thereon then due or to become due.

VII. The lessee shall keep said locomotive 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.

VIII. At all times the name, number, plates, and marks and signs of ownership of the lessor shall be fixed and retained upon said locomotive for the purpose of making the ownership publicly known. In the event of 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 the said lessor shall be deemed necessary or expedient for the full and complete protection of the rights of said lessor as owner of said locomotive.

IX. Said lessor shall have the right to inspect the said locomotive as often as it shall deem advisable to do so during the continuance of this contract by any person or agent to be appointed by the lessor after reasonable notice to the lessee of its intention to make such inspection and the lessee shall provide a suitable place with suitable facilities for such inspection.

X. Said locomotive shall be insured against fire by the lessor at its option and for its benefit and the insurance premium shall be paid by the lessee.

XI. Said lessee covenants and agrees to perform the agreements and undertakings in its behalf contained herein and to pay promptly all rentals hereunder.

XII. It is further agreed that in consideration of such payments hereinbefore specified during the said term of twenty-four (24) months, and all other sums of money due hereunder, being fully paid to the lessor within thirty days after the expiration of said term of twenty-four (24) months, the said locomotive described herein shall become the absolute property of said

lessee without further conveyance or transfer; but until the performance of all the terms and conditions as aforesaid the title to the said property shall be and remain in said lessor.

XIII. The lessee agrees to pay whatever taxes or licenses may be payable on said locomotive and to reimburse the said lessor or its assigns for any expense which may be incurred by them attending the execution, acknowledgment, filing or recording of this agreement as required by law.

In Witness Whereof the said Saint Paul and Duluth Railroad Company and the said Rice Lake, Dallas and Menomonie Railroad Company have each caused these presents to be signed for and in behalf of the said companies by their duly authorized officers and the corporate seal of said respective companies to be hereto affixed the day and year first above written.

Signed, sealed and delivered in presence of:
W. W. Shuff.

Saint Paul & Duluth Railroad Company.
By — A. B. Clough.
Vice President.

Rice Lake, Dallas & Menomonie Railroad Company
By — Geo. Fuller.
President.

State of Minnesota } ss.
County of Ramsey.

On this 7th day of October, 1893, before me appeared A. B. Clough, to me personally known, who, being by me duly sworn did say that he is the Vice President of the Saint Paul and Duluth Railroad Company, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and the said A. B. Clough acknowledged the said instrument to be the free act and deed of said corporation.

W. W. Shuff.
Notary Public
Ramsey County
Minn.

Notarial Seal
Ramsey Co. Minn.

State of Minnesota } ss.
County of Ramsey.

On this 4th day of October 1895, before me appeared Geo. Fuller to me personally known, who, being by me duly sworn, did say that he is the President of the Rice Lake, Dallas and Menomonie Railroad Company, and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said Geo. Fuller acknowledged the said instrument to be the free act and deed of said corporation

W. W. Sheff.
Notary Public.
Ramsey Co., Minn.

(Notarial Seal. Ramsey Co. Minn.)

State of Wisconsin } ss.
Department of State

Received this 25th day of January A. D. 1896 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 359-362 inc.

John M. Ewing
Assistant Secretary of State.

(Concluded on page 364.)

J. M. Stewart, Master Commissioner

to

Marshfield and Southeastern Railway Company.

Deed.

This Indenture made and executed this 14th day of February 1896, by and between J. M. Stewart, master commissioner appointed in the cause hereinafter mentioned, party of the first part, and the Marshfield and Southeastern Railway Company, a corporation, created under and by virtue of the laws of the State of Wisconsin, party of the second part, Witnesseth:

Whereas by the final decree of the circuit court of the United States for the Western District of Wisconsin, entered on the 16th day of September 1895, in a certain cause in chancery in said court, wherein the St. Paul Title, Insurance and Trust Company was complainant and the St. Edwards and Northern Railway Company was defendant, it was, amongst other things, ordered, adjudged and decreed that in case of default by the said defendant, for the time specified in said decree, in the payment of the sum of money thereby ordered to be paid, the property in said decree described and being the same hereinafter described and hereby conveyed, should be sold by J. M. Stewart, master commissioner appointed in said cause, at public auction to the highest bidder on the depot platform of the depot of said St. Edwards, Ventralia and Northern Railway Company in the city of Ventralia, State of Wisconsin, at such time as said commissioner should, in the publication notice of such sale appoint; that notice of such sale should be given by said commissioner in the manner by said decree required, and

Whereas default having been made in the payment of said amount and the said commissioner having given due notice by publication for the time and in the manner required by said decree, did, on the 11th day of February 1896, sell the said property at public auction and the same was struck off and sold to Walter A. Scott for the sum of Three Hundred Thousand Dollars ($300,000.00) and a payment of Thirty Thousand Dollars ($30,000.00) was made to said party of the first part on said day, at said sale, as required by said decree; and

Whereas the said sale of said property so made as aforesaid was on the 14th day of February 1896, duly approved and confirmed by said court; and

Whereas the said Walter A. Scott bid in the said property at said sale for the benefit of the bond holders of said defendant, and who have with certain others, since become organized and incorporated under the name of Marshfield and Southeastern Railway Company, and has by writing under his hand, filed in said cause, requested the deed of said property to be made to the said Marshfield and Southeastern Railway Company; and

Whereas it was in the said order of confirmation ordered that the said commissioner should forthwith execute to the said Marshfield and Southeastern Railway Company a deed of the said property in due form of law;

Now, Therefore, I the said party of the first part, J. W. Stewart master commissioner in said cause, do hereby, in pursuance of the authority so vested in me by the decree aforesaid and the said order of said court in the premises, do hereby grant, bargain, sell, assign, transfer and set over unto the Marshfield and Southeastern Railway Company, its successors and assigns forever, all the property so sold by me as aforesaid, and particularly described as follows:

All of the railway property of said Port Edwards, Centralia and Northern Railway Company, its equipment and franchises owned by it at the time of said sale and whether acquired since the execution of the mortgage mentioned in the decree herein or prior thereto, and embracing and including as well all lines of railway built, purchased or in any way acquired by it since said mortgage, as its line of railroad as constructed, equipped and in operation at the date thereof; and all the lands, real estate, grants, ways, rights of ways, licenses and easements of the said Railway Company owned by it at the date of said sale and whether acquired since said mortgage or prior thereto, upon which the railroads of said Company hereinbefore mentioned or either of them, were at the date of said mortgage or since have become situated or which were at said time or since have become connected therewith, or which were at said time or since have become necessary, useful or convenient for the use maintenance or operation of the said railroads; and also all the bridges, depots, station houses, engine houses, car houses, freight houses, shops and other buildings of said company; all fences, bridges and culverts, trestles, all kinds of machinery and tools, all locomotives, engines, passenger and freight cars and other rolling stock or equipment, and all fuel, material and other supplies

of the said Railway Company, which structures, machinery and equipment and supplies were at the date of said mortgage or have since become connected with or necessary, useful or convenient for the use, maintenance and operation of the railways hereinbefore mentioned or either of them; whether the same were held and owned by said Company at the date of said mortgage or hereafter acquired by it; and also all the things in action, contracts, claims and demands of said Railway Company owned by it at the date of said sale and whether owned at the date of said mortgage or acquired thereafter by said Company in connection with or relating to the railways herein mentioned, and also all franchises, corporate or otherwise, rights, privileges, immunities and exemptions of said Company possessed by it at the date of said sale and whether possessed by it at the date of the execution of said mortgage or thereafter acquired by it in connection with or relating to said railways herein mentioned, together with all and singular the tenements and appurtenances thereunto belonging and reversions, remainders, tolls, income, rents, issues and profits thereof, and also all the estate, right, title and interest whatsoever, as well as in law as in equity of the said railway company of, in and to the same.

To Have And To Hold the said property and premises with all the rents, issues and profits thereof and all the rights and appurtenances thereunto in any wise appertaining or belonging, to the said party of the second part its successors and assigns forever.

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
Jerome R. North
Geo. B. Greene

J. W. Stewart (Seal)
Master Commissioner appointed
in the above cause.

State of Wisconsin } ss.
Department of State }

Recorded this 24th day of January A. D. 1896, and recorded in Vol 10 R. R. Mortg. and Trust Deeds on page 516 to 519 inclusive.

John C. Spooner
Assistant Secretary of State

State of Wisconsin }
Western District of Wisconsin } ss.
Dane County, Wisconsin.

On the 14th day of February 1896, personally came before me J. W. Stewart, Master Commissioner in the above mentioned cause, known to me to be the same person who executed the above indenture, and acknowledged that he executed the same for the uses and purposes therein mentioned

Jerome R. North
Notary Public, Wis.

Jerome R. North
Notary Public

Walter A. Scott.

to

Marshfield and Southeastern Railway Company

Deed.

This conveyance made and entered into this 14th day of February 1896. by and between Walter A. Scott of Chicago, Illinois, of the first part, and the Marshfield and South-Eastern Railway Company a corporation created and organized under the laws of the State of Wisconsin, on the 14th day of February, 1896, party of the second part.

Witnesseth.

Whereas the party of the first part was, by the terms of certain articles of agreement known as the bond holders agreement relative to the purchase of the Port Edwards, Centralia and Northern Railroad Company, dated the 4th day of February, 1896, reference to which is hereby made, constituted and appointed a committee representing such of the holders of the bonds of such Railroad Company as entered into and executed the said agreement, for the purpose of purchasing the railroad, franchises and property of the said Port Edwards, Centralia and Northern Railroad Company at the sale thereof to be thereafter made under a decree of the Circuit Court of the United States for the Western District of Wisconsin entered in said Court on the 16th day of September, 1895.

Whereas the said Walter A. Scott for, and on behalf of the said bond holders and in furtherance and pursuance of the said agreement hereinbefore referred to, did on the 11th day of February, 1896, at the sale of the property and franchises of the said Port Edwards, Centralia and Northern Railroad Company had on the day last aforesaid at the city of Centralia, Wood County, Wisconsin, bid for the said property the sum of $300,000.00, and the said property was struck off to him at the price named.

And whereas said sale has since, to-wit: on the 14th day of February 1896, been confirmed by the said Circuit Court of the United States for the Western District of Wisconsin,

And whereas the said purchase was made by the said Scott as said committee so appointed and constituted as aforesaid, and for the use and benefit of the said bond-holders, entering into and executing the said agreement hereinbefore referred to.

Whereas the said Walter A. Scott and the other bond-holders executing the said agreement, with certain others

Recorded Nov 21st day of January A.D. 1896 at 10 o'clock A.M. and recorded in Vol 10 R. R. Mortgages on pages 366 and 367.

John Mc Donnell State Treasurer of the State of Wisconsin

have become organized and incorporated under the laws of the State of Wisconsin into a corporation known as the Marshfield and South-Eastern Railway Company, the said corporation being the said party of the second part of these presents.

And whereas the said Marshfield and South-Eastern Railway Company so representing all the rights and interests of the said bond holders under the agreement aforesaid, is entitled to all of the benefit of the said bid and purchase so made by said Scott, as aforesaid, and has become the lawful owner of said property and franchises by reason of the premises.

Now Therefore, for and in consideration of the premises aforesaid, and of the sum of one dollar to me paid, the receipt whereof is hereby acknowledged, I, the said party of the first part have granted, assigned and quit-claimed and do hereby grant, assign and quit-claim to the said Marshfield and South-Eastern Railway Company, party of the second part, its successors and assigns, all the right, title, claim and interest whatsoever, which I have in and to the said Railroad property of the said Port Edwards, Centralia and Northern Railroad Company, or any part thereof so bid off by and purchased by me as aforesaid, and do hereby direct, authorize and empower L. M. Stewart, the Master Commissioner appointed to make the sale aforesaid, and issue the said deed, to make and execute the deed of the said property and premises directly to the said Marshfield and South Eastern Railway Company instead of to the said Walter A. Scott.

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

In presence of

Jerome R. North.

George B. Greene.

Walter A. Scott. (Seal)

State of Wisconsin } ss.
County of Dane

Personally came before me this 14th day of February, 1896, the above named Walter A. Scott, to me known to be the person who executed the foregoing instrument and acknowledged the same

Jerome R. North
Notary Public
Brown County, Wis.

Jerome R. North Notary Public Brown County

J. M. Stewart, Master Commissioner

to

Marshfield and Southeastern Railway Company.

Deed.

This Indenture made and executed this 14th day of February, 1896, by and between J. M. Stewart, Master Commissioner appointed in the cause herein after mentioned, party of the first part, and the Marshfield and Southeastern Railway Company, a corporation, created under and by virtue of the laws of the State of Wisconsin, party of the second part Witnesseth,

Whereas by the final decree of the circuit court of the United States for the Western District of Wisconsin, entered on the 16th day of September 1895, in a certain cause in chancery in said court, wherein the St. Paul Title, Insurance and Trust Company was complainant and the Pt. Edwards, Centralia and Northern Railway Company was defendant, it was, amongst other things, ordered, adjudged and decreed that in case of default by the said defendant, for the time specified in said decree, in the payment of the sum of money thereby ordered to be paid, the property in said decree described and being the same hereinafter described and hereby conveyed, should be sold by J. M. Stewart, master commissioner appointed in said cause, at public auction to the highest bidder on the depot platform of the depot of said Pt. Edwards, Centralia and Northern Railway Company in the city of Centralia, State of Wisconsin, at such time as said commissioner should, in the publication notice of such sale appoint; that notice of such sale should be given by said commissioner in the manner by said decree required, and

Whereas default having been made in the payment of said amount and the said commissioner having given due notice by publication for the time and in the manner required by said decree, did, on the 11th day of February 1896, sell the said property at public auction and the same was struck off and sold to Walter A. Scott for the sum of Three Hundred Thousand Dollars ($300,000.00) and a payment of Thirty Thousand Dollars ($30,000.00) was made to said party of the first part on said day, at said sale, as required by said decree; and

Whereas the said sale of said property so made as aforesaid was on the 14th day of February 1896, duly approved and confirmed by said court; and

Whereas the said Walter A. Scott bid in the said property at said sale for the benefit of the bondholders of said defendant, and who have, with certain others, since become organized and incorporated under the name of Marshfield and Southeastern Railway Company, and has by writing under his hand, filed in said cause, requested the deed of said property to be made to the said Marshfield and Southeastern Railway Company; and

Whereas it was in the said order of confirmation ordered that the said commissioner should forthwith execute to the said Marshfield and Southeastern Railway Company a deed of the said property in due form of law;

Now Therefore, I the said party of the first part, J. M. Stewart, master commissioner in said cause, do hereby, in pursuance of the authority so vested in me by the decree aforesaid and the said order of said court in the premises, do hereby grant, bargain, sell, assign, transfer and set over unto the Marshfield and Southeastern Railway Company, its successors and assigns forever, all the property so sold by me as aforesaid, and particularly described as follows:

All of the railway property of said Port Edwards, Centralia and Northern Railway Company, its equipment and franchises owned by it at the time of said sale and whether acquired since the execution of the mortgage mentioned in the decree herein or prior thereto, and embracing and including as well all lines of railway built, purchased or in any way acquired by it since said mortgage, as its line of railroad as constructed, equipped and in operation at the date thereof; and all the lands, real estate, grants, ways, rights of ways, licenses and easements of the said Railway Company, owned by it at the date of said sale and whether acquired since said mortgage or prior thereto, upon which the railroads of said Company hereinbefore mentioned or either of them, were at the date of said mortgage or since have become situated or which were at said time or since have become connected therewith, or which were at said time or since have become necessary, useful or convenient for the use, maintenance or operation of the said railroad; and also all the bridges, depots, station houses, engine houses, car houses, freight houses, shops and other buildings of said company; all fences, bridges and culverts, trestles, all kinds of machinery and tools, all locomotives, engines, passenger and freight cars and other rolling stock or equipment, and all fuel, material and other supplies of the said Railway Company, which structures, machinery, and equipment and supplies were at the date of said mortgage or have since become connected with or necessary, useful or convenient for the use, maintenance and operation of

the railways hereinbefore mentioned or either of them: whether the same were held and owned by said Company at the date of said mortgage or thereafter acquired by it; and also all the things in action, contracts, claims and demands of said Railway Company owned by it at the date of said sale and whether owned at the date of said mortgage or acquired thereafter by said Company in connection with or relating to the railways herein mentioned, and also all franchises, corporate or otherwise, rights, privileges, immunities and exemptions of said Company possessed by it at the date of said sale and whether possessed by it at the date of the execution of said mortgage or thereafter acquired by it in connection with or relating to said railways herein mentioned, together with all and singular the tenements and appurtenances thereunto belonging and reversions, remainders, tolls, income, rents, issues and profits thereof and also all the estate, right, title and interest whatsoever, as well as in law as in equity of the said railway Company of, in and to the same.

To Have And to Hold the said property and premises with all the rents issues and profits thereof, and all the rights and appurtenances thereunto in any wise appertaining or belonging, to the said party of the second part its successors and assigns forever.

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
Jerome R. North
Geo. G. Greene

J. M. Stewart. [Seal]
Master Commissioner
appointed in the above cause.

United States of America.
Western District of Wisconsin
Dane County. Wisconsin. } ss.

On the 14th day of February 1896,

personally came before me J. M. Stewart, Master Commissioner in the above mentioned cause, known to me to be the same person who executed the above indenture, and acknowledged that he executed the same for the uses and purposes therein mentioned.

Jerome R. North.
Notary Public, Wis.

Jerome R. North
Notary Public
Dane Co. Wis.

Filed for record this 21st day of January A. D. 1896 and recorded in Vol. 10 R. R. Mortgages on page 370 to 373 inclusive.

John M. Ewing, Asst. Secretary of State.

Satisfaction of this mortgage recorded in Vol. 12 R. R. Mortgages on page 6-23 (illegible) 15th 1901

Marshfield and Southeastern Railway Company

to

Walter A. Scott and Thos. B. Scott.

Mortgage.

This Indenture made the 20th day of February 1896, by and between The Marshfield and Southeastern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, party of the first part, and Walter A. Scott, of Chicago, Illinois and Thomas B. Scott of St. Paul, Minnesota, parties of the second part, Witnesseth:

Whereas, the stockholders of said party of the first part did, on the 20th day of February 1896, by a unanimous vote of all the stock of said party of the first part, authorize and direct the execution of a certain promissory note, of this date, in the sum of Three Hundred Fifty Thousand Three Hundred Sixty-two 77/100 ($350,362.77) Dollars, payable to the order of said Walter A. Scott, and also the promissory note, of this date, in the sum of Ninety-nine Thousand Six Hundred Thirty-seven and 23/100 ($99,637.23) Dollars, payable to the order of said Thomas B. Scott, each of said notes being payable on or before one year after date and bearing interest at the rate of six per cent per annum until paid, said notes being part of the fixed price at which the rights, privileges, powers, franchises and property of the Port Edwards, Centralia and Northern Railway Company, sold on foreclosure, were by said second parties put into the organization constituting said party of the first part; and

Whereas, said stockholders at said meeting, by a unanimous vote of all of its stock, did authorize and direct the execution of this mortgage to secure said notes according to their terms; and

Whereas said notes and this indenture have also been authorized and directed by a resolution of the board of directors of said party of the first part;

Now, Therefore, this indenture witnesseth, that said party of the first part, for and in consideration of the premises, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, the following described property to-wit:

The railroad heretofore known as the Port Edwards, Centralia and Northern Railway, beginning on Section 36, Town 22

North of Range 3 East in the village of Pt. Edwards, Wood County Wisconsin, and extending thence in a northwesterly direction in the said county of Wood, to a point on the Wisconsin Central Railroad in Section 4, Town 25, North, of Range 3, East, in the city of Marshfield, in said county, a distance of thirteen miles more or less, together with all its side tracks, turnouts, machinery engines, rolling stock, equipments, property, supplies and materials, all its rights of way bridges and tracks, depots, wharves, warehouses and docks, tenements and other buildings and depot grounds, terminals, tenements and hereditaments, things in action, rights and franchises, including therein the right and franchise to operate said railroad, and including and meaning to include, all the property, real and personal, and all rights and franchises acquired by the party of the first part by and through the conveyance executed to it by T. M. Stewart, as Master Commissioner, dated Feb. 14, 1896 and directed by the Court on the confirmation of said foreclosure sale, and from said parties of the second part or either of them, through said foreclosure sale, or which may hereafter be acquired by said party of the first part and used for, or in anywise appertaining to, the operation of said railroad.

To Have and To Hold the above bargained property, rights, powers, privileges, franchises, advantages and immunities, unto the said parties of the second part, their heirs and assigns forever. Provided always, and these presents are upon the express condition that if the said party of the first part, its successors or assigns shall well and truly pay or cause to be paid to said parties of the second part, their heirs, executors, administrators or assigns the said promissory notes according to their tenor, then these presents and the said notes shall cease and be null and void.

And the said party of the first part does further covenant and agree that it will pay all taxes and assessments or license fee or charges of any nature, that may be assessed or imposed on the premises hereby mortgaged, previous to the day fixed by law for the payment thereof. And also will pay the sum of $2000 as solicitors fee, in case of the foreclosure of this mortgage by reason of the non-performance of any of the conditions hereof by said party of the first part. And in case of the non-payment of said notes, or any part thereof, at the time or times they are, by their terms payable, or in case of the non-payment of any taxes, assessments or license fee or charges that may be assessed or imposed on said premises in manner aforesaid; then, and in either case it shall or may be lawful for the said parties of the second

State of Wisconsin } ss.
Department of State } Received Nine 24th day of February A. D. 1896 and recorded in Vol. 10 of R. R. Charters and p. 373 and 374 Page
John Diemer Secretary of State.

part, their heirs, executors, administrators or assigns, and the said party of the first part does hereby covenant and agree, and by these presents empower and authorize the said parties of the second part their heirs, executors, administrators or assigns, to grant, bargain, sell, release and convey the said premises, property, rights and franchises with the appurtenances thereunto belonging, at public auction or vendue, and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns forever, good ample and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided; and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said notes together with the costs and charges, and the said sum of $2000.00 solicitors fee, as aforesaid; rendering the surplus moneys if any there be, to said party of the first part, its successors or assigns, after deducting the costs of said vendue as aforesaid.

In Witness Whereof the said party of the first part has caused this instrument to be subscribed and signed by its president sealed with its corporate seal, and countersigned by its secretary, the day and year first above written.

Signed, sealed and delivered in presence of.
Jerome R. North
V. Nielsen

Signed
Marshfield and Southeastern Railway Company.
By Walter A. Scott. President
Countersigned
H. L. Ross. Secretary.

(Corporate Seal.)

State of Wisconsin } ss.
Wood County

Personally came before me this 20th day of February 1896, the above named Walter A. Scott, as President and H. L. Ross as Secretary, respectively, of the Marshfield and Southeastern Railway Company, the party of the first part in the foregoing instrument, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Jerome R. North
Notary Public
Brown County, Wis.

(Jerome R. North Notary Public Brown Co. Wis.)

Chicago, Milwaukee and St. Paul Railway Company.

to

Wisconsin Central Railroad Company.

Quit Claim Deed.

Dated December 10, 1910.
Consideration $1.00 and other valuable consideration.
Recorded January 4, 1911.

Know All Men By These Presents: That the Chicago, Milwaukee and St. Paul Railway Company, a corporation of the State of Wisconsin, and hereinafter called the "Grantor" in consideration of the sum of One Dollar to it paid, and for other good and valuable considerations, does hereby remise, release and quit-claim unto the Wisconsin Central Railroad Company, a corporation of the same state, and hereinafter called the "Grantee", the following described tracts of land; situated in the county of Winnebago, state of Wisconsin, to-wit:-

First. "A": All that part of the right of way, lands and real estate of said Grantor in Blocks Five (5), Forty-nine (49) and Twelve (12), all in the Second Ward of the city of Menasha; and in Blocks A, B, C and D, of Bennett's Addition; and in fractional Lot Four (4), in the Northwest Quarter (of NW1/4) of Section Twenty-two (22), Town Twenty (20), Range Seventeen (17) East, all in the Third Ward of the city of Menasha; and in Block One (1) of Bassett's Second Addition to Jones' Plat of the Island, and in Blocks Three (3) and Four (4) of Jones' Addition to the Plat of the Island, and in Blocks Two (2), Four (4) and Five (5), of Bassett's First Addition to Jones' Plat of the Island, and in Block Eleven (11) of Jones' Plat of the Island and in the intervening and adjoining streets, all in the city of Neenah, which lies westerly of a line drawn parallel with, and seven and one-half (7 1/2) feet distant westerly from, the center line of the main track, as the same is now located, constructed and operated over, along and upon the said premises lying between the north bank of the South Branch of the Fox River and the intersection of Chute, Bush and Kankauna streets, respectively so-called, in the city of Menasha, in said county of Winnebago. The lands of said Grantor hereinbefore mentioned and referred to are the premises between the points "A" and "B", indicated in red color on the map marked "Plat X", hereunto annexed and made part hereof.

"B": All that part of said Grantor's right of way in the West One-half (W1/2) of the Northeast Quarter (of E1/4) of the Southeast Quarter (of E1/4) of Section Fifteen (15), Town Twenty (20), Range Seventeen (17) East, which lies northerly and northeasterly of a line described as follows, to-wit:

Commencing at a point on said Grantor's northerly right of way line, said point being seven and one-half (7 1/2) feet distant northeasterly from, at right angles to, the center line of said Grantor's main track, and fifty (50) feet southerly from the center line of said Grantor's main track; thence southeasterly on a line running parallel with and seven and one-half (7 1/2) feet distant northeasterly from said center line of said Grantor's main track, to a point which is seven and one-half (7 1/2) feet distant southerly from, at right angles to, the center line of the "House Track" of said Grantor, as the same is now located and operated; thence easterly on a line running parallel with and seven and one-half (7 1/2) feet distant southerly from the center line of said "House Track" to an intersection with the northeasterly boundary line of said Grantor's right of way, at a point forty-nine and one-half (49 1/2) feet northerly from the center line of said Grantor's main track. The premises herein last above described, and hereby conveyed, are indicated by a yellow color on the map marked "Plat X", hereunto annexed and made part hereof.

Second. One equal undivided one-half of all that part of the right of way, lands and real estate of said Grantor as above described in paragraph "A", and indicated in red color on the annexed map marked Plat "X", lying between said point "A", on the north bank of the south channel of the Fox River and the said point "B" at the intersection of Chute, Bush and Kankauna streets which is included within two lines drawn parallel to, one on each side of, and each seven and one-half (7 1/2) feet from the center line of the main track now used jointly by said Grantor and Grantee, as the same is now located and constructed over and along said premises.

Third. The right to maintain and operate on and over the right of way of said Grantor, in the West one-half (W1/2) of the Northeast Quarter (of E1/4) of the Southeast Quarter (of E1/4) of Section Fifteen (15), Town Twenty (20), Range Seventeen (17) East, the "House Track" of said Grantee, as the same is now located and constructed, from a point on the northerly boundary line of said Grantor's right of way southeasterly to an intersection with the southwesterly boundary line of the premises conveyed by said Grantor to said Grantee, in paragraph "B" of Article "First" of this instrument.

Provided However, and the foregoing grants are upon the express condition, that the said Grantee, its successors, assigns and lessees, shall keep and perform all and singular the covenants and agreements of the said Grantee, mentioned and set forth in a certain instrument bearing even date herewith, executed by the parties hereto, and relating to the ownership and use of certain right of way, railroad tracks and bridges in the cities of Neenah and Menasha, Wisconsin, as in said instrument particularly described.

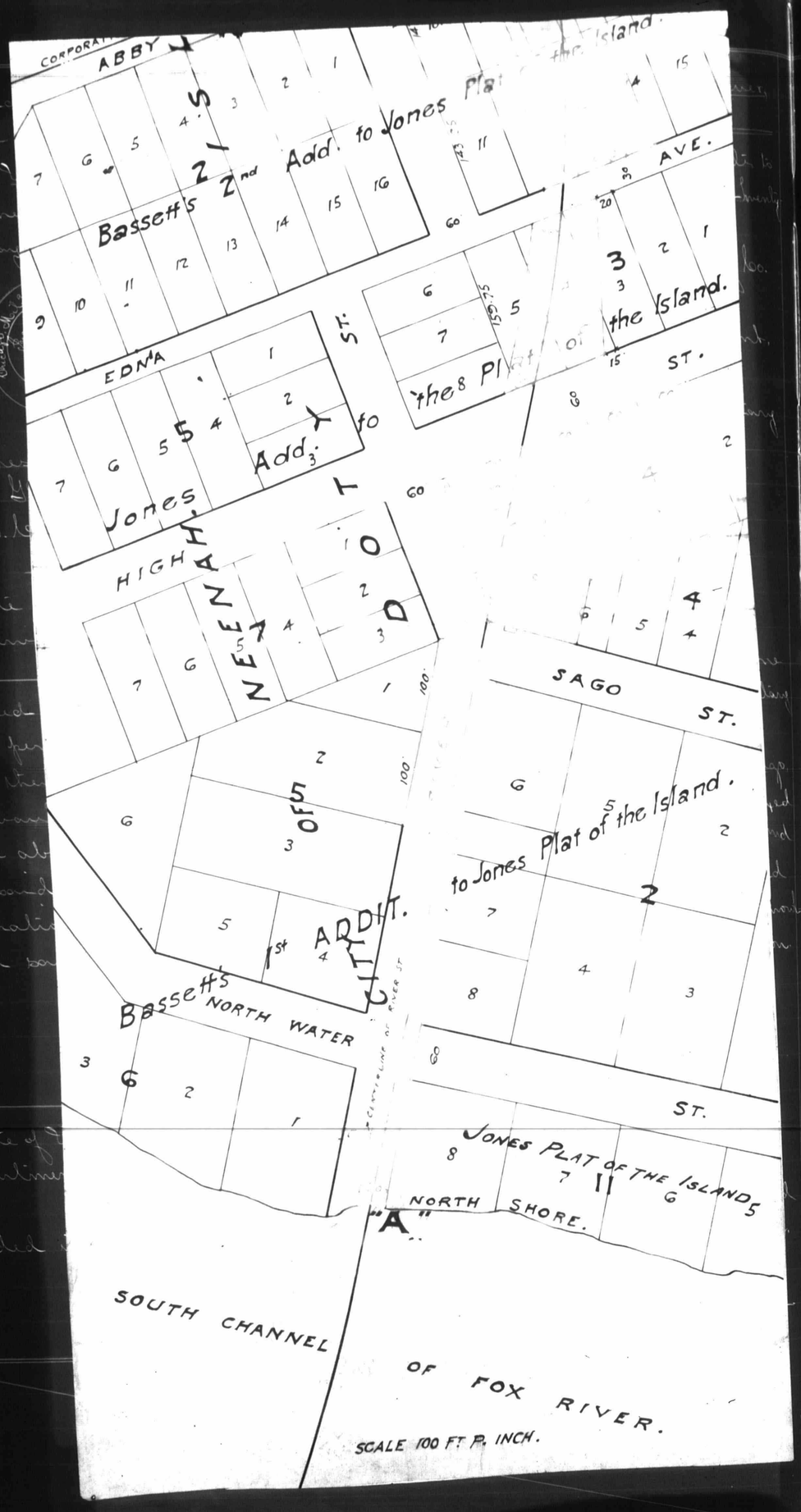
To Have and To Hold the same unto the said Wisconsin,

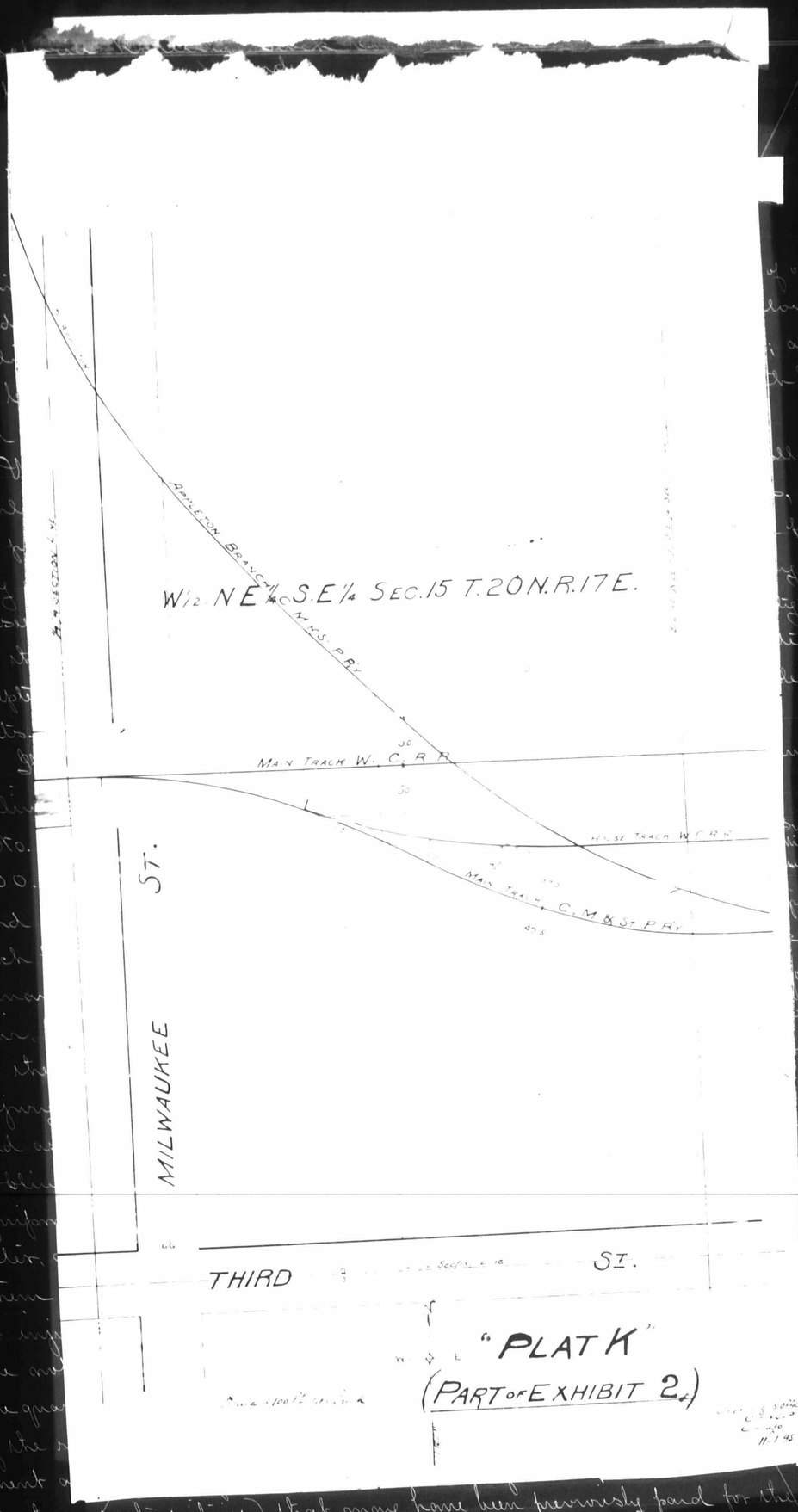
"PLAT J"
(PART OF EXHIBIT 2.)

HAUHAUNA
LUSH ST.
CHUTE STREET
CITY OF MENASHA.
"B"
WATER
U. S. CANAL
CANAL
ST.
SIDETRACK
2ND WARD
LUSH
RIVER
SIDETRACK of C. & N.W. Ry.
NORTH CHANNEL OF FOX RIVER.
140'
50
49
12
11
5

W. Ry.
Along W. line of Lot 1 Bl. A.
635'
Bl. A.
HIGHWAY
B. Add.
Hewit's
Fract. lot 3
MADISON ST.
NW. Cor. of Lot 1
2C.
SW. Cor. of Lot 1
D.
N. Fract. lot 4
3rd Ward of City of Menasha.
NW¼ Sec. 22. T. 20. N. R. 17. E.
This line is 30' from & parallel to C. of track
AVE.
Cor. of Lots
CORPORATION BOUNDARY BETWEEN CITIES OF MENASHA & NEENAH

ing herein contained become immediately due and payable and shall
be paid by the Lessee to the Lessor; and in case said railroad equip-ment





to the respective times) that many have been previously paid for the use of said railroad equipment and rolling stock shall notwithstanding anything herein contained become immediately due and payable and shall be paid by the Lessees to the Lessors; and in case said railroad equipment

Central Railroad Company, its successors and assigns, forever, subject always to the conditions hereinabove contained. ——

In Witness Whereof, the Grantor herein has caused these presents to be signed by its President, and countersigned by its Secretary, this twenty first day of October, A. D. 1895. ——

Chicago, Milwaukee and St. Paul Railway Co.
By.....Roswell Miller
President.

Countersigned..... P. Mc. Noyes
Secretary

In Presence of
L. E. Glasier
S. H. Scoles

State of Wisconsin } ss.
Milwaukee County }

On this 24th day of February 1896, before me appeared Roswell Miller, President, and Peter Mc. Noyes, Secretary to me personally known, who, being by me duly sworn, did say: That they are the President and Secretary, respectively, of the Chicago, Milwaukee and St. Paul Railway Company, and that the seal affixed to the above instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and each acknowledged said instrument to be the act and deed of said corporation.

Seymour H. Scoles
Notary Public
Milwaukee Co. Wis.

State of Wisconsin } ss
Department of State }

Received this 25th day of February, A. D. 1896 and recorded in Vol. 10 of R. R. Mortg's and L. D. on pages 374 to 376 inc.

John M. Ewing
Assistant Secy. of State

The Victoria [redacted]
and
The Canadian Pacific Railway Company.
and
The Duluth [redacted] Railway Co.

This Agreement, made this third day of February in the year of our Lord one thousand eight hundred and ninety-six, between The Victoria Rolling Stock Company, of Ontario, (hereinafter called the lessors); and The Canadian Pacific Railway Company and The Duluth, South Shore and Atlantic Railway Company, (hereinafter called the lessees);

Witnesseth, That the Lessors hereby lease to the Lessees the following Railroad Equipment and Rolling Stock: Six Hundred One cars, with the privilege of using the same at the Lessee's own risk, until the first day of February, one thousand nine hundred and six, on which day the Lessees shall and will return the same to the Lessors in the city of Toronto in their present good order and condition (reasonable wear and tear alone excepted) and without excuse for non-return because of unavoidable accidents.

1. It Is Agreed, That the value of the said railroad equipment and rolling stock is as follows:-

No.	Description	Numbers	Cost. Builders.
600.	One cars.	From 7025 to 7624 inclusive of both numbers.	$450. per car The Michigan Peninsular Car Co. Detroit

and in case all or either, or any part of either of them, or any portion of each kind shall during the continuance of this lease from any cause (unavoidable accidents not excepted) be destroyed or injured beyond repair, the Lessee shall and will forthwith in writing (delivered to the Lessors' manager) notify the Lessors of such destruction or injury as the case may be, and shall and will at their own cost and as often as may be necessary replace the railroad equipment and rolling stock that may be so destroyed or injured, by other railroad equipment and rolling stock of equal value and of like material, character, and construction; and if all or either, or any part of either of them, or any portion of each kind be in any way lost or destroyed or injured as aforesaid prior to actual return to the Lessors, and the same are not replaced as above provided, said value with interest at six and one quarter per cent. per annum from the date of these presents (less two-thirds of the rent (to be credited pro rata to each item of said railroad equipment and rolling stock on the basis of the respective values above assigned to the respective items) that may have been previously paid for the use of said railroad equipment and rolling stock shall notwithstanding anything herein contained become immediately due and payable and shall be paid by the Lessees to the Lessors; and in case said railroad equipment

Indexed.

Chicago, Milwaukee and St. Paul Railway Company

to

Wisconsin Central Railroad Company

Quit Claim Deed.

Kenah . . . Menasha.

Quantities erased & W.C.R.R. Co. name substituted. — Benton Dawson

Know All Men By These Presents: That the Chicago, Milwaukee and St. Paul Railway Company, a corporation of the State of Wisconsin, and hereinafter called the "Grantor", in consideration of the sum of One Dollar to it paid, and for other good and valuable considerations, does hereby remise, release and quit-claim unto the Wisconsin Central Railroad Company, a corporation of the same state, and hereinafter called the "Grantee" the following described tracts of land, situated in the county of Winnebago, State of Wisconsin, to-wit:

A strip, piece or parcel of land, extending from a point immediately westerly from the main line of the Chicago and Northwestern Railway where the same crosses the south branch of the Fox River; thence along the south bank of said south branch in a general westerly direction parallel with and immediately southerly of the track of the Chicago and Northwestern Railway Company along said south bank of said south branch to a point of connection with the main line of the Wisconsin Central Railroad in Little Lake Butte des Morts;

And Also a strip of land extending from a connection with said first mentioned strip adjacent to Block Two (2) of said Water Power Plat; thence in a general southwesterly direction to the northerly bank of the canal in said city of Kenah, together with all bridges, piling, timbers, roads and other track material now situate and being upon, being the spur tracks now known as the Kenah Water Power Tracks of said Wisconsin Central Railroad.

Provided However, and the foregoing grants are upon the express condition that the said Grantee, its successors, assigns and lessees, shall keep and perform all and singular the covenants and agreements of the said Grantee, mentioned and set forth in a certain instrument bearing even date herewith, executed by the parties hereto and relating to the ownership and use of certain right of way, railroad tracks and bridges in the cities of Kenah and Menasha, Wisconsin, as in said instrument particularly described.

To Have And To Hold The Same unto the said Wisconsin Central Railroad Company, its successors and assigns, forever, subject always to the conditions hereinabove contained.

In Witness Whereof, the Grantor herein has caused these presents to be signed by its President, and countersigned by its Secretary, this 21st day of October, A. D. 1895.

Chicago, Milwaukee and St. Paul Railway Co.

By . . . . Roswell Miller.

President.

Countersigned: C. M. Meyers

Secretary.

In Presence of
L. E. Glasier
L. H. Enslins

State of Wisconsin } ss.
Milwaukee County }

On this 24th day of January 1896, before me appeared Roswell Miller, President, and Chas. M. Meyers, Secretary, to me personally known, who, being by me duly sworn, did say: That they are the President and Secretary, respectively, of the Chicago, Milwaukee and St. Paul Railway Company, and that the seal affixed to the above instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and each acknowledged said instrument to be the act and deed of said corporation.

Seymour H. Enslins
Notary Public
Milwaukee Co. Wis.

State of Wisconsin } ss.
Department of State }

Received this 25th day of January, A. D. 1896 and recorded in Vol. 10. of R. R. Mortgs. and L. D. on pages 378-379

John H. Ewing
Assistant Secretary of State.

The Victoria Rolling Stock Company of Ontario
and
The Canadian Pacific Railway Company.
and
The Duluth, South Shore and Atlantic Railway Company.
Lease.

This Agreement, made this third day of February in the year of our Lord one thousand eight hundred and ninety-six, between the Victoria Rolling Stock Company, of Ontario (hereinafter called the Lessors,) and the Canadian Pacific Railway Company and the Duluth, South Shore and Atlantic Railway Company (hereinafter called the Lessees) ——

Witnesseth, that the Lessors hereby Lease to the Lessees the following Railroad Equipment and Rolling Stock: Six Hundred One Cars, with the privilege of using the same at the Lessees own risk, until the first day of February, one thousand nine hundred and six, on which day the Lessees shall and will return the same to the Lessors in the city of Toronto in their present good order and condition (reasonable wear and tear alone excepted) and without excuse for non return because of unavoidable accidents. ——

1. It Is Agreed, that the value of the said railroad equipment and rolling stock is as follows:- ——

No.	Description	Numbers.	Cost per car	Builders.
600.	One Cars.	From 7025 to 7624 inclusive of both numbers.	$450,	The Michigan Peninsular Car Co. Detroit

and in case all or either, or any part of either of them, or any portion of each kind shall during the continuance of this lease from any cause (unavoidable accidents not excepted) be destroyed or injured beyond repair, the Lessees shall and will forthwith in writing (delivered to the Lessors manager) notify the Lessors of such destruction or injury, as the case may be, and shall and will at their own cost and as often as may be necessary replace the railroad equipment and rolling stock that may be so destroyed or injured, by other railroad equipment and rolling stock of equal value and of like original character and construction: and if all or either, or any part of either of them, or any portion of each kind be in any way lost or destroyed or injured as aforesaid prior to actual return to Lessors, and the same are not replaced as above provided, said value with interest at six and one quarter per cent. per annum from the date of these presents less two-thirds of the rent (to be credited pro rata to each item of said railroad equipment and rolling stock on the basis of the respective values above assigned to the respective items) that may have been previously paid for the use of said railroad equipment and rolling stock shall notwithstanding anything herein contained become immediately due and payable and shall be paid by the Lessees to the Lessors; and in case said railroad equipment and said rolling stock stock shall be returned to or be reclaimed by the Lessors under the provision of this Lease 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 of the majority of three arbitrators residing in Toronto to be appointed - one by the Lessors, one by the Lessees, and the third by the two first chosen; if within five days after notice to the Lessees to name an arbitrator one be not named by them the Lessors may forthwith name the three who shall act with like effect as if they had been mutually chosen. ——

II. It Is Further Agreed, that the Lessees will not use nor allow the said railroad equipment and rolling stock to be used otherwise than as is herein permitted, nor sell, assign, transfer, or dispose of the same or of this contract without the written consent of the Lessors first had and obtained; and that the Lessees will deliver to the Lessors at the expiration of every year from the date hereof an accurate statement by their General Manager or other proper officer or agent in respect of said railroad equipment and rolling stock specifying the number, description and condition of each and whether it is in actual use or undergoing repair or destroyed or otherwise and whether it has been repaired and to what extent during the year then elapsed, and will permit any person appointed by the Lessors to inspect once in every year at a reasonable time all said railroad equipment and rolling stock and will furnish such person with all reasonable facilities and with authority to travel without charge by any regular train over the railroad of the Lessees, and of any company controlled by them for the purpose of making such inspection and the expenses of such inspection shall be paid by the Lessees to the Lessors, and when required will point out said railroad equipment and rolling stock to the Lessors agent for examination ——

III. - It Is Further Agreed, that the Lessees shall keep the said railroad equipment and rolling stock in proper and complete repair and working condition until the said first day of February, one thousand nine hundred and six, (reasonable wear and tear alone excepted); and such repairs and work done in order to keep the said railroad equipment and rolling stock in this good order and condition shall be made and maintained to the satisfaction of the agent or engineer of the Lessors. ——

IV. - It Is Further Agreed, that the Lessees shall at the request of the Lessors have the said railroad equipment and rolling stock insured for the benefit of the Lessors to such an amount not greater than the above valuation as may be required by the Lessors, and shall pay for and keep the said railroad equipment and rolling stock so insured for and during the continuance of this lease and deposit the policies of

insurance with the Lessors; but the said Lessors may notify the Lessees not to do so, and thereafter the Lessors may at their option cause an insurance to be effected in such companies and in such manner as they may from time to time think best, and the said Lessees shall and will on demand pay the premiums for such insurance and such other expenses as may be incident thereto in respect of the period after that if any, for which the Lessees may have effected insurance before notice. ——

V. - It is further Agreed, that on conspicuous places selected by the Lessors on the body of each of said items of railroad equipment and rolling stock at the cost of the Lessees there shall be placed two cast iron plates with the following lettering in large letters: The Victoria Rolling Stock Company of Ontario, Owners, Trust Series 3". for the purpose of designating the same as the property of the Lessors, and held by the Lessees under these presents, and the Lessors may change the same or otherwise mark the leased railroad equipment and rolling stock as the Lessors shall from time require; and in the event of any of said marks or signs being destroyed or partially obliterated or becoming indistinct, the Lessees shall immediately restore the same; and all such other things whether in the execution of instruments of writing or otherwise, shall be done as by the counsel of said Lessors shall be deemed necessary and expedient for the full and complete protection of the rights of said Lessors as owners of said railroad equipment and rolling stock. ——

VI. - The Lessees agree to pay in gold coin to the Lessors on the days and times hereinafter set out, at the Head Office of the Dominion Bank in the City of Toronto, the following sums as rent for said railroad equipment and rolling stock, namely: forthwith in cash the sum of fifty-four thousand dollars, ——

on the first day of	August,	1896.	the sum of	$14686.87
" " "	February,	1897.	" "	14686.87
" " "	August,	1897.	" "	14686.87
" " "	February,	1898.	" "	14686.87
" " "	August,	1898.	" "	14686.87
" " "	February,	1899.	" "	14686.87
" " "	August,	1899.	" "	14686.87
" " "	February,	1900.	" "	14686.87
" " "	August,	1900	" "	14686.87
" " "	February,	1901	" "	14686.87
" " "	August,	1901	" "	14686.87
" " "	February	1902	" "	14686.87
" " "	August	1902	" "	14686.87
" " "	February	1903	" "	14686.87

on the first day of	August,	1903.	the sum of	$14686.87
" " "	February,	1904.	" "	14686.87
" " "	August,	1904.	" "	14686.87
" " "	February,	1905.	" "	14686.87
" " "	August,	1905.	" "	14686.87
" " "	February,	1906.	" "	14686.87

making for all the payments of rent the sum of two hundred and ninety-three thousand seven hundred and thirty-seven dollars and forty cents over and above such each payment of fifty-four thousand dollars, and each of such payments other than such each payment shall be represented by the written obligations of the Lessees for the like amount bearing even date herewith, and maturing so that the day of payment shall be the day when such an amount of rent is payable. And the Lessees further agree to pay all taxes, that may at any time be levied or assessed upon said railroad equipment and rolling stock, or upon the obligation for rent hereby entered into by the Lessees, or upon this contract, including all taxes and assessments whether municipal, parliamentary or otherwise levied or assessed against the Lessors by reason of these presents, and all premiums for insurance that may be paid by the Lessors under the provisions of these presents. ——

VII. - It is further Agreed, that the Lessees shall and will on the said first day of February, one thousand nine hundred and six, or sooner determination of this lease, return and deliver the said railroad equipment and rolling stock in the City of Toronto into the possession of the Lessors or their agent by writing authorized to receive the same, in their present good order and condition (reasonable wear and tear alone excepted) and without excuse for non-delivery because of unavoidable accident. ——

VIII. - It is further Agreed, that in the event of the waiver of the benefit of any covenant or condition in this lease, on the part of the Lessors, such waiver, however often the same shall happen, shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which such waiver shall specially relate, nor to be a general waiver of the benefit of any such covenant or condition. ——

IX. - It is further Agreed, that if at any time the Lessees shall make any default in performance of any of their undertakings herein entered into, or shall fail to pay such rent as it matures, or said insurance premiums or taxes or shall fail to keep and maintain the said railroad equipment and rolling stock in good order and condition or on said first day of February, one thousand nine hundred and six, or sooner determination of this lease, shall fail to deliver possession of the same or having paid said rent

shall fail within the time limited to purchase and pay for said railroad equipment and rolling stock then said Lessors may at their option without demand first made repossess themselves of said railroad equipment and rolling stock whether the same be on the premises of said Lessees or elsewhere, and the Lessors may for this purpose without hindrance with all necessary engines, servants, appliances and assistants enter said premises and any premises of any company controlled by the Lessees, and remove said railroad equipment and rolling stock therefrom or at the Lessors' option may keep the same on any of said railways or premises until the Lessors shall have sold them, and shall hold the same discharged from any further liability hereunder, and from the Lessees option to purchase and shall be entitled to hold and maintain all rent therefore paid to them, and to recover forthwith from the Lessees rent at the rate aforesaid up to the time of such repossession, together with damages to be ascertained by arbitration as above, in case of injury to said railroad equipment and rolling stock 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 date of such repossession to the end of this term, viz., up to the first day of February, one thousand nine hundred and six, as if the same was then actually due and payable, and by allowing them on account of such indebtedness a credit less expenses of two-thirds of the actual value of the railroad equipment and rolling stock thus repossessed, to be estimated as of the date of such repossession, but which estimated value shall not exceed the value placed upon said railway equipment and rolling stock in the first paragraph of these presents, or at the option of the Lessors such estimated value shall be arrived at by actual cash sale of the said railroad equipment and rolling stock; and in the latter event such credit shall be the amount actually realized by the Lessors on any such sale, and with a view to such sale the Lessors may offer said railroad equipment and rolling stock for sale by public auction or private contract in one or more parcels as they may deem proper, and may buy in and re-sell without being answerable for any loss on resale of all or any portion thereof. It is agreed that in case possession of any of the said railroad equipment and rolling stock shall in the course of traffic be transfered from the Lessees to any other company or person, such other company or person shall be answerable to the Lessors for the re-delivering of the same ——

I.- The Lessors shall have the right at all reasonable times by themselves or their agents or servants to examine and inspect the said railroad equipment and rolling stock for the purpose of ascertaining whether the Lessees are complying with the terms of these presents

II.- After the said Lessees shall, in manner and form herein provided and without default, have paid to the Lessors the sum of fifty-four thousand dollars, and the said sum of two hundred and ninety-three thousand and seven hundred and thirty-seven dollars and forty cents for rent and all said taxes and insurance moneys and expenses and also shall have kept, observed and performed in every respect all the covenants, agreements and stipulations herein contained, and on the part of the Lessees to be kept, observed and performed, then it is agreed that the Lessees 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 railroad equipment and rolling stock at the price of one dollar and upon the payment of the said sum to them, the Lessors shall thereupon, by bill of sale, convey said railroad equipment and rolling stock to the said Lessees. ——

III.- Nothing herein contained and no action hereunder, shall divest the title of the Lessors to said railroad equipment and rolling stock until the rents above enumerated and the purchase money with the insurance premiums above named and interest thereon at said rate shall have been fully paid by said Lessees, and until the bill of sale therefor shall have been delivered. Until after such payment and delivery the said railroad equipment and rolling stock shall remain the property of the Lessors, and no right or title whatever thereto shall pass to the Lessees excepting that of using the same in strict compliance with the terms of these presents.

XIII.- In case the Lessors shall at any time assign the said railroad equipment and rolling stock and these presents, then it shall be and become a contract between the Assignee and Lessees, and the Assignee shall have and possess all the property, rights, powers and remedies which are now held, owned, possessed or belonging to the Lessors, and with the same effect as though these presents had been originally made between the Assignee and Lessees.

XIV.- The giving of said written obligations shall not operate as payment or satisfaction of any portion of said rent, but said written obligations shall be deemed merely collateral to the covenants for payment of rent. ——

XV.- In the event of the Lessors becoming entitled to repossess themselves of the said railroad equipment and rolling stock, or any part thereof, under any of the terms of these presents, they shall be entitled to be supplied by the Lessees with proper sidings along the Lessees' line, and to have such railroad equipment and rolling stock delivered to the Lessors at such sidings and to store the same there free of charge, so long as the Lessors so require, such siding accommodation to be at such point or points as the Lessors in

writing shall name _____

XVI. — The terms "railroad equipment and rolling stock" used in these presents shall include all the engines, tenders and cars with their furnishings and other appurtenances mentioned or referred to in the first paragraph of these presents, and any engines, tenders, cars and furnishings and other appurtenances that may be substituted for any portion thereof. _____

XVII. — It is conclusively admitted by the Lessees that each covenant on their part herein contained is intended to be, and shall be construed as a joint and several covenant by each of the said Railway Companies with the Lessors. _____

In Witness Whereof, the Lessors have hereunto set their corporate seal by the hands of their President and Secretary and the Lessees have hereunto set their corporate seal by the hands of their respective Vice Presidents President and Secretaries. _____

The Victoria Rolling Stock Co of Ontario Ltd

For the Victoria Rolling Stock Company of Ontario
In presence of
W. N. Miller as to execution by Lessors
Wm. Murdock. President.
R. A. Smith. Secretary.

The Canadian Pacific Incorporated 1881

The Canadian Pacific Railway Company.
In presence of
G. A. Cameron as to execution by the Canadian Pacific Railway Company
T. G. Shaughnessy. Vice President.
C. Drinkwater Secretary.

The Duluth, South Shore and Atlantic Railway Seal Company Ry. Co.

The Duluth, South Shore and Atlantic Ry Co.
In presence of
Caroline A. Laughlin as to execution by D. S.S. & A. Ry. Co.
Samuel Thomas President
Geo. H. Church. Secretary

Province of Ontario.
County of York.
City of Toronto.
To-Wit.

I, William Nicholas Miller, of the City of Toronto, in the County of York, Esquire, a Notary Public by Royal authority duly appointed in and for the Province of Ontario, Do hereby certify that William Murdock, President and Robert A. Smith, Secretary, of the Victoria Rolling Stock Company of Ontario, executed the foregoing instrument on behalf of the said Company as such President and Secretary thereof respectively, and their names are thereunto subscribed as such officers. _____

That I know the corporate seal of the said company, and that

the seal affixed to the foregoing instrument is the corporate seal of the said company. _____

That such instrument was signed and sealed on behalf of the said company by the said President and Secretary under the authority of a resolution expressly passed for the purpose, the same having been passed by the Board of Directors of said company, and the said President and Secretary of such company signed their names as such President and Secretary under the authority of such by-law. _____

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal of Office at my chambers in the city of Toronto, this 3rd day of February, A. D. 1896. _____

W. N. Miller
A Notary Public &c.

W. Nicholas Miller Notary Public Ontario Canada

Dominion of Canada
Province of Quebec
County of Hochelaga.
City of Montreal
To-Wit

On this fifteenth day of February, 1896, before me a Notary Public in and for the Province of Quebec, personally came Thomas G. Shaughnessy, the Vice-President and Charles Drinkwater, the Secretary of the Canadian Pacific Railway Company, to me personally known to be such Vice-President and Secretary, and to be the persons who executed the foregoing Instrument on behalf of the said company, as the Vice-President and Secretary thereof respectively, and whose names are thereunto subscribed as such officers; and they severally duly acknowledged the same to be their free act and deed as such Vice-President and Secretary, and the free and voluntary act and deed of the said The Canadian Pacific Railway Company for the uses and purposes therein expressed; and the said Thomas G. Shaughnessy and Charles Drinkwater, being by me first duly sworn, did depose and say that they are respectively the Vice-President and Secretary of the said company as hereinbefore stated; that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of the said company; that the said instrument was signed and sealed on behalf of the said company by its authority and that they signed their name thereto as such President and Secretary by the like authority. _____

In Witness Whereof I have hereunto set my hand and affixed

my official seal the day and year first above written.

G. A. Cameron
A Notary Public &c.
Province of Quebec

G. A. Cameron Notary Public P.Q.

United States of America
State of New York
City and County of New York } ss.

On this 10th day of February, 1896. before me a Notary Public in and for the City and County of New York, in the State of New York, personally came Samuel Thomas, the President, and Geo. H. Shurch, the Secretary, of the Duluth, South Shore and Atlantic Railway Company, to me personally known to be such President and Secretary, and to be the persons who executed the foregoing instrument, on behalf of the said company, as the President and Secretary thereof respectively and whose names are thereunto subscribed as such officers; and they severally duly acknowledged the same to be their free act and deed, as such President and Secretary, and the free and voluntary act and deed of the said Duluth, South Shore and Atlantic Railway Company, for the uses and purposes therein expressed; and the said Samuel Thomas and Geo. H. Shurch, being by me first duly sworn, did depose and say, that they are respectively the President and Secretary of the said company, as hereinbefore stated; that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of the said company; that the said instrument was signed and sealed on behalf of the said company by its authority and that they signed their names thereto as such President and Secretary by the like authority.

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

Cornelius A. Laughlin
Notary Public
County of New York.

State of Wisconsin } ss.
Department of State

Recived this 2nd day of March A. D. 1896 and recorded in Vol. 10 of R. R. Mortgs and L. G. on pages 388-388 inclusive.

John H. Ewing
Assistant Secretary of State

Indexed

Wisconsin Central Railroad Company.

to

Chicago, Milwaukee and St. Paul Railway Company.

Quit Claim Deed.

Dated Oct. 21. 1895.

Know All Men By These Presents: That the Wisconsin Central Railroad Company, a corporation of the State of Wisconsin, and hereinafter called the "Grantor", in consideration of the sum of One Dollar to it paid, and for other good and valuable considerations does hereby remise, release and quit-claim unto the Chicago, Milwaukee and St. Paul Railway Company, a corporation of the same State and hereinafter called the "Grantee", the following described tracts of land situated in the county of Winnebago, State of Wisconsin, to-wit:-

First. All that part of the right of way, lands and real estate of the Wisconsin Central Railroad Company, in Blocks Nine (9), Ten (10), Fifteen (15), Thirty-three (33), Thirty-four (34) and Thirty-five (35), and in the intervening streets, all in the Second Ward of the city of Menasha; and in Lots one (1) and Two (2) of Darling's Addition to Menasha, and in the West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W½ W½ NE¼ SE¼) of Section Fifteen (15), Town Twenty (20) North, Range Seventeen (17) East, which lies southeastly and southerly of a line drawn and described as follows, to-wit: Beginning in the center line of Kewaunee Street, in the city of Menasha, at a point seven and one-half (7½) feet easterly from, at right angles to, the center line of the main track of the Wisconsin Central Railroad Company, now used jointly by the said Grantor and Grantee, as said main track is now located and operated; thence running southerly and easterly, parallel to and seven and one-half (7½) feet easterly and southerly from said center line of main track, to a point in the West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W½ W½ NE¼ to E¼) of Section Fifteen (15) aforesaid which is opposite the junction of the center lines of the main tracks of the Wisconsin Central Railroad Company and the Chicago, Milwaukee and St. Paul Railway Company, as the same are now located and established; thence running southeasterly parallel to and seven and one-half (7½) feet southerly from the center line of the main track of said Chicago, Milwaukee and St. Paul Railway to a point, in the said Southerly line of the right of way of the Grantor

West Half of the West Half of the Northeast Quarter of the Southeast Quarter of Section Fifteen aforesaid: meaning and intending to convey the strip of land indicated by a red color on the map marked "Plat 2", hereto attached and made part hereof. ———

Second. One equal undivided one-half of all that part of the main track of the Wisconsin Central Railroad Company, hereinbefore mentioned and described, which lies between the center of Kaukauna Street, in the Second Ward of the City of Menasha, and the point of connection of the main track of the Wisconsin Central Railroad Company with the main track of the Chicago, Milwaukee and St. Paul Railway Company, easterly of the east line of Milwaukee Street in said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15) aforesaid. Also one equal undivided one-half of all that part of the right of way of said Grantor, which lies between the center line of said Kaukauna Street and the point of intersection of said Grantor's southerly right of way line by the main track of said Grantee in the West Half of the East Quarter of the Southeast Quarter (W 1/2 of E 1/4 of SE 1/4), of Section Fifteen (15), Town Twenty (20), Range Seventeen (17) East, and which is included between two lines drawn parallel with, one on either side of, and each seven and one-half (7 1/2) feet distant from, at right angles to, the center line of said main tracks of the Wisconsin Central Railroad Company and of the Chicago, Milwaukee and St. Paul Railway Company, hereinbefore mentioned and described, as the same are now located, constructed and operated upon, over and along said right of way. The portion of said right of way herein last above described is indicated by a green color on said map marked "Plat 2", hereto annexed. ———

Third. One equal undivided one-half of the main track, now used jointly by the Wisconsin Central Railroad Company and the Chicago, Milwaukee and St. Paul Railway Company, extending from the center of Kaukauna Street aforesaid, near its intersection with Chute and Lush Streets, southerly over and across Doty Island to a point in the north shore of the south channel of Fox River, in the cities of Neenah and Menasha, together with the road-bed, bridges and material pertaining to said track. ———

Fourth. The right to maintain and operate on and over the right of way of the Wisconsin Central Railroad Company, in Lot's One (1) Two (2), of Darling's Addition to Menasha the railway track of the Chicago, Milwaukee and St. Paul Railway Company, as the same is now located, constructed

and operated, from a connection with the present main track of the Wisconsin Central Railroad Company, in said Lot One (1), northerly to a connection with the main line of the Chicago, Milwaukee and St. Paul Railway Company, extending from Menasha to Appleton; said track being otherwise known as the "West Arm" of the "Y" at Menasha. ———

Provided however, and the foregoing grants are upon the express condition that the said Grantee, its successors, assigns and lessees, shall keep and perform all and singular the covenants and agreements of the said Grantee, mentioned and set forth in a certain instrument bearing even date herewith, executed by the parties hereto and relating to the ownership and use of certain right of way, railroad tracks and bridges in the cities of Neenah and Menasha, Wisconsin, as in said instrument particularly described. ———

To Have and To Hold the same unto the said Chicago, Milwaukee and St. Paul Railway Company, its successors and assigns, forever, subject always to the conditions hereinabove contained. ———

In Witness Whereof, the Grantor herein has caused these presents to be signed by its President and countersigned by its Secretary, this 21st day of October, A. D. 1895. ———

Wisconsin Central R.R. Co.

Wisconsin Central Railroad Company
By ---- Edwin H. Abbot.
President.

Countersigned:
Henry Mitchell. Secretary. (Asst.)

In presence of ———
George R. Brackett.
Henry R. Sawyer.

State of Massachusetts } ss.
Suffolk County.

On this fifth day of March 1896, before me appeared Edwin H. Abbot President, and Henry Mitchell Asst. Secretary, to me personally known, who being by me duly sworn, did say: That they are the President and Asst. Secretary, respectively, of the Wisconsin Central Railroad Company, and that the seal affixed to the above instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and each acknowledged said instrument to be the act and deed of said Corporation

Wisconsin on

A. D. 1896 and

on pages 389 &

of State

Supplemental Mortgage.

to

The First Mortgage upon The Manitowoc Division of the Milwaukee and Lake Winnebago Railroad.

Dated July 1st, A. D. 1895.

This Indenture, dated this fifth day of December, A. D. one thousand eight hundred and ninety-five, and made by and between the Milwaukee and Lake Winnebago Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Winnebago Company", party of the first part, and John A. Stewart, of New York, in the county and State of New York, Edwin H. Abbot, of Cambridge, in the county of Middlesex and State of Massachusetts, and Rowland G. Hazard, of Rose Dale, in the State of Rhode Island, hereinafter called the "Trustees", parties of the second part, and now executed by way of supplement and addition to the Manitowoc Divisional Mortgage, so called, between the same parties, bearing date July 1st A. D. 1895; Witnesseth:

That, whereas the Winnebago Company heretofore executed its certain mortgage covering its Manitowoc Division, bearing date the first day of July, A. D. eighteen hundred and ninety-five, and recorded in the office of the Secretary of State of the State of Wisconsin on the twenty-third day of July, A. D. eighteen hundred and ninety-five, in volume ten, Railroad Mortgages, on page two hundred and sixty-one, and securing the payment of one million dollars face value of its Manitowoc Divisional First Mortgage Bonds and interest thereon, and also Divisional bonding scrip to the amount of seventy-five thousand dollars: which said mortgage is hereinafter designated as the Original Divisional Mortgage; and

Whereas no bonds or scrip have been issued, or are now outstanding under said Original Divisional Mortgage, and the Winnebago Company now executes this supplemental Mortgage for the purpose of further securing the payment of said bonds and scrip, both principal and interest, and makes said bonds and scrip subject to the provisions hereof;

Now, Therefore, it is hereby agreed by and between the parties hereto in addition to the provisions of said Original Divisional Mortgage as follows:-

First. The Winnebago Company hereby expressly ratifies and

Joseph H. Hellman } Commissioner for the State of Wisconsin in
Notary Public. } Massachusetts.

State of Wisconsin } ss.
Department of State }

Received this 10th day of March A. D. 1896 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 389½ 392 inc.

Henry Casson
Secretary of State

[redacted]

Supplemental Mortgage.

to

The First Mortgage upon
The Manitowoc Division of the Milwaukee and
Lake Winnebago Railroad.

Dated July 1st A. D. 1895.

This Indenture, dated this fifth day of December, A. D. one thousand eight hundred and ninety-five, and made by and between the Milwaukee and Lake Winnebago Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Winnebago Company", party of the first part, and John A. Stewart, of New York, in the county and State of New York, Edwin H. Abbot, of Cambridge, in the county of Middlesex and State of Massachusetts, and Rowland G. Hazard, of Peace Dale, in the State of Rhode Island, hereinafter called the "Trustees", parties of the second part, and now executed by way of supplement and addition to the Manitowoc Divisional Mortgage, so called, between the same parties, bearing date July 1st A. D. 1895; Witnesseth:

That, whereas the Winnebago Company heretofore executed its certain mortgage covering its Manitowoc Division, bearing date the first day of July, A. D. eighteen hundred and ninety-five, and recorded in the office of the Secretary of State of the State of Wisconsin on the twenty-third day of July, A. D. eighteen hundred and ninety-five, in volume ten, Railroad Mortgages, on page two hundred and sixty-one, and securing the payment of one million dollars face value of its Manitowoc Divisional First Mortgage Bonds and interest thereon, and also Divisional Construction scrip to the amount of seventy-five thousand dollars: which said mortgage is hereinafter designated as the Original Divisional Mortgage; and

Whereas no bonds or scrip have been issued, or are now outstanding under said Original Divisional Mortgage, and the Winnebago Company now executes this supplemental Mortgage for the purpose of further securing the payment of said bonds and scrip, both principal and interest: and makes said bonds and scrip subject to the provisions hereof.

Now, therefore, it is hereby agreed by and between the parties hereto in addition to the provisions of said Original Divisional Mortgage as follows:-

First. The Winnebago Company hereby expressly ratifies and

confirms its said Original Divisional Mortgage, dated July 1st. A. D. 1895, as to all and sundry the property, both real and personal therein described, and hereby declares that said Original Divisional Mortgage and this Supplemental Divisional Mortgage each and both cover and embrace, and create in favor of the bonds and scrip therein described a first lien upon, said entire Manitowoc Division so called, of the Winnebago Company, extending in and from the city of Neenah, in the county of Winnebago, to and into the city of Manitowoc, in the county of Manitowoc, as well as a first lien upon all depot grounds, telegraph lines, equipment, easements, personal property, franchises and rights of every description in any way appurtenant thereto, and also upon the railway and lake terminals of the Winnebago Company now making and hereafter to be completed in the city of Manitowoc, together with all and singular the other property and rights of whatever nature heretofore intended and intended to be conveyed in said Original Divisional Mortgage as security for said issue of Manitowoc Divisional Bonds and scrip.

Second. The Winnebago Company hereby assigns, transfers and conveys to the Trustees the entire capital stock, to-wit: two thousand (2000) shares of the face value of fifty thousand dollars ($50,000) of the Manitowoc Land Improvement Company, which said company owns sundry large tracts of land in and adjacent to the city of Manitowoc suitable to be used for the location of industries and for developing in other ways the business of the Winnebago Company; and further covenants and agrees that said Manitowoc Land Improvement Company shall, contemporaneously with the execution and delivery of this instrument assign, transfer and convey unto the Trustees the entire common capital stock of the Winnebago Company heretofore issued under and in pursuance of the amended Articles of Organization of the Winnebago Company adopted July 20. A. D. 1895, to-wit: ten thousand (10,000) shares of the face value of one million dollars ($1,000,000); and the Winnebago Company further covenants and agrees that it will, whenever and if so requested in writing by the Trustees, execute any instrument or instruments or do any other act or thing which may be necessary or expedient in order to vest said stock in the Trustees upon the trusts declared in the Original Divisional Mortgage and this Supplemental Divisional Mortgage.

Said stock of the Manitowoc Land Improvement Company and said stock of the Winnebago Company and all proceeds

thereof and dividends thereon are assigned and transferred to, and accepted by, the Trustees for the purpose of creating in the charge of said Trustees a sinking fund to be administered for the purposes and in the manner hereinafter provided. The full, absolute and uncontrolled right to vote said stock of the Winnebago Company at all times is hereby vested in the Trustees, for and during the time of this trust, but such right shall always be exercised by the said Trustees, or the majority of them, so as to maintain the corporate integrity and to preserve the unity of its railroad system and the control of the Winnebago Company over said system, to-wit: its entire line of railway extending from a point of junction with the Chicago, Wisconsin and Minnesota Railroad, so called, at Schleisingerville Wisconsin, via the cities of Fond du Lac, Oshkosh, Neenah and Menasha, to the waters of Lake Michigan at said city of Manitowoc, and also all future extensions and branches of said system, and also all such terminals and harbor facilities in said city of Manitowoc as shall be fully adequate to accommodate the business of said system; it being expressly stipulated that nothing herein contained shall be deemed to prevent said Trustees, when previously requested by vote of the Board of Directors of the Winnebago Company, from voting said stock in favor of leasing trackage and terminal facilities at the city of Manitowoc to other carriers, provided always that such lease or leases shall at all times reserve for the Winnebago Company, its lessees, successors or assigns facilities reasonably adequate to the demands of its and their own traffic. Whenever and if all the securities for the benefit whereof said sinking fund is established, as hereinafter set forth shall have been paid or retired, and the Trustees shall have received reasonable compensation for their own services as well as the services of their agents, attorneys and counsel, the Trustees shall assign, transfer, convey and deliver to and vest in the Winnebago Company all said sinking fund or residue thereof, in whatever form the same may then exist, free and discharged of all claims and demands thereupon by virtue of the Original Divisional Mortgage or this Supplemental Divisional Mortgage.

Third. Until all bonds and scrip issued under or secured by said Original Divisional Mortgage and this Supplemental Divisional Mortgage shall have been fully paid and discharged the said Winnebago Company hereby gives and grants unto the Trustees full permission, privilege and authority in all lawful and proper ways to deal with said stock of the Winnebago Company and said stock of the Manitowoc Land Improvement

company without restriction, subject only to the provisions set forth in this instrument. The Winnebago company hereby expressly authorizes said Trustees, in their discretion, to sell from time to time the beneficial interest and interests in said common capital stock of the Winnebago company and in said capital stock of the Manitowoc Land Improvement company, and in any portion of either thereof, and to issue their assignable Trustee-certificates of beneficial interest therein upon such sale, and at their discretion to sell any of said stock of the Manitowoc Land Improvement company, either with or without the voting power thereof, at such prices and upon such terms of payment as they in their sole discretion shall deem for the benefit and welfare of this trust; it being expressly stipulated that the purchaser upon any sale or sales of said sinking fund assets or of any part thereof shall not be under any liability in respect to the application of the purchase price paid by him therefor; _____

Provided however, and it is expressly agreed, that so long as said Trustees retain the voting power upon said stock of the Manitowoc Land and Improvement company, and so long as the Winnebago company shall not be in default in respect to any act, covenant, agreement or stipulation by it to be done or performed pursuant to the terms of this indenture, said voting power on said Land Improvement stock shall be exercised, and the property of said Land Improvement company shall through its directors and officers be administered, in such manner as in the discretion of the Trustees will promote in the greatest degree the general welfare of the Winnebago company and develop the business tributary thereto; and secondly, and subject thereto, shall enable the largest profits to be realized from said Manitowoc Land Improvement company stock and assets for the benefit of the sinking fund; and provided, further, that any and all moneys received by the Trustees from the dividends upon or the sale of said stocks shall be added to and form part of the sinking fund created in and by this instrument. _____

Fourth. The Winnebago company further agrees that all sinking fund assets and stocks, as well as all moneys which shall from time to time be paid to or received by the Trustees as hereinbefore provided, shall, after deducting the costs and expenses of administering said sinking fund, be applied, if the directors by vote so request and said Trustees in writing approve, to pay either interest coupons or said scrip from time to time when and if said directors deem it and so by vote declare it to be expedient or necessary, but otherwise shall be from time to time invested by said Trustees in the purchase at public or private sale in open market, of the following-named securities of the Winnebago company, or some of them in the order named to-wit: _____

(1.) $ Divisional bonds and coupons and construction scrip representing interest thereon, issued under the Original Divisional Mortgage of the Winnebago company, dated July 1, A. D. 1893, and this Supplemental Divisional Mortgage, at a price not exceeding 110 per centum of the face value of said bonds or scrip and accrued interest. _____

(2.) If said bonds or scrip cannot, after inviting bids by notice published three times in some reputable newspaper in Boston or New York, be purchased at the price of 110 per centum of the face value thereof, and accrued interest, then in First Mortgage Bonds issued under the First Mortgage of the Winnebago company, dated the twenty-seventh day of March, A. D. 1882, at a price not exceeding 110 per centum of the face value thereof, and accrued interest. _____

(3.) If neither of said classes of bonds mentioned in the first and second subdivisions of this article can after notice as aforesaid be purchased at said price of 110 per centum of the face value thereof and accrued interest, then in Income Bonds issued under the first mortgage of the Winnebago company, dated the twenty-seventh day of March A. D. 1882, at the price of 110 per centum of the face value thereof, and accrued interest. _____

(4.) If neither Manitowoc Divisional Bonds or First Mortgage or Income bonds can after notice as aforesaid be purchased at the price above mentioned, then in debentures now or hereafter issued by the Winnebago company, which are convertable by the terms thereof into stock of the Winnebago company, at the face value thereof, and accrued interest. _____

Provided, however, that if the Trustees shall not be able to acquire any of said securities at public or private sale, in the open market, at said stipulated prices, then in any such case they may in their discretion purchase said bonds or debentures or either of them at current market rates therefor, in accordance with the priorities herein declared between the different classes of said bonds, or may from time to time invest said sinking fund in other securities satisfactory to said Trustees, and may from time to time sell the same and reinvest the proceeds, but all bonds or debentures of the Winnebago company, if any are purchased by said Trustees, shall be cancelled and surrendered to the Winnebago company and shall cease to draw interest from and after the purchase thereof.

Fifth. It is mutually agreed, anything in said Original Divisional Mortgage contained to the contrary notwithstanding, that said Winnebago company is authorized to create purchase money

liens, by mortgage or otherwise, which shall be prior to the lien of this mortgage, and of said Original Divisional Mortgage, upon any branch or extension of its road which may hereafter be built or acquired in connection either with its present main line or with its Manitowoc Division; or upon any other property whatsoever which it may hereafter acquire; provided, however, and it is expressly agreed, that the main line of said Manitowoc Division, and the completed terminals thereof in the city of Manitowoc, and the appurtenances thereof respectively, are and shall be subject to the paramount first lien of said Original Divisional Mortgage and this Supplemental Divisional Mortgage. ———

It is further mutually agreed, anything in said Original Divisional Mortgage contained to the contrary notwithstanding, that the Winnebago Company reserves the right and shall have full power, from time to time, when and as its directors shall deem it expedient for the good management of its railroad so to do, to sell and dispose of all or any of its motive power, equipment, rolling stock or personal property; provided that no sale or conveyance of any real estate when of the legal title is vested in and owned by said company shall be made without the consent of the Trustee previously obtained in writing; and provided, further, that no such sale of personal property shall be made which shall interfere with the efficient and independent operation of the railroad and property covered by said Original Divisional Mortgage; and provided, further, that any personal property which shall be procured in substitution for anything which is covered by said Original Mortgage shall immediately be deemed to be and be brought within and be subject to the lien of said Original Divisional Mortgage and this Supplemental Divisional Mortgage as fully as if the same had been expressly described herein; and provided, further, that nothing herein contained shall limit the power of said Manitowoc Land Improvement Company to sell or dispose of its real estate or other property whenever and if its directors shall deem expedient. ———

Sixth. It is mutually agreed that all provisions of the Original Divisional Mortgage of this corporation, dated July 1. A. D. 1895 shall be and the same hereby are rescinded, in so far as the same are inconsistent with or repugnant to any of the provisions of this instrument, and in so far as the same in any way restrict the use to be made by the Winnebago Company of the bonds issued under and secured by said Original Divisional Mortgage and this instrument or of the proceeds thereof; provided, however, that said bonds shall, so far as necessary, be used and

applied to the acquisition of the premises covered by said Original Divisional Mortgage and this Supplemental Divisional Mortgage. ———

Seventh. Nothing herein contained shall be deemed in any wise to supersede or affect the lien of said Original Divisional Mortgage, same and except as is herein otherwise expressly provided.

Eighth. The Winnebago Company hereby covenants and agrees that the Manitowoc Divisional bonds which are issued under and secured by the Original Divisional Mortgage and this Supplemental Divisional Mortgage are, except in numbers and distinguishing marks, of the form which is annexed to and made part of said Original Divisional Mortgage with the additions thereto of each of the following words, which are printed in blue ink upon the back of each of said bonds numbered one to one thousand, both numbers inclusive, viz:- ———

"This Bond is further secured by a supplemental mortgage made between the same parties and dated December fifth, A. D. 1895, which is hereby declared to be part of this bond and its coupons, and of every other bond and coupon of same series, whereby the entire stock of the Manitowoc Land Improvement Company and all the common stock of the Milwaukee and Lake Winnebago Railroad Company has been assigned to and vested in said Trustee, as a Sinking Fund for said bonds, upon the special trust, to hold, use and apply the same and all dividends thereon and proceeds thereof to the payment and redemption of said Manitowoc Divisional Bonds and their matured coupons, and to the payment and redemption of the scrip covered by said mortgage when and as the same mature, according to the terms of said special trust as set forth in said supplemental mortgage. Said Milwaukee and Lake Winnebago Railroad Company also reserves the right to redeem and pay off on any interest day this bond, at one hundred and ten (110) per centum of its face value in gold coin of the United States, upon the terms and after the notice provided in said mortgage, and hereby stipulates that by and according to said notice the principal of this bond becomes due, and all coupons maturing thereafter become void." ———

"In Witness Whereof, the Milwaukee and Lake Winnebago Railroad Company has caused this certificate to be stamped upon this bond prior to its original issue, and to be signed by its vice-president and assistant treasurer, pursuant of the provisions of said supplemental mortgage, this fifth day of December, A. D. 1895. ———

Emory B. Greenleaf.
Vice-President.
Henry Mitchell. Asst. Treasurer.

Ninth. The general provisions of said Original Divisional Mortgage respecting the powers, office and liability of the trustee shall be applicable to this Supplemental Mortgage.

In Witness Whereof, the Milwaukee and Lake Winnebago Railroad Company has caused this indenture to be signed in its corporate name by Emory B. Greenleaf, its vice president, and its corporate seal to be hereunto affixed, and to be attested by Henry Mitchell, its assistant secretary, thereunto specially authorized by order of the directors and stockholders of said company; and said John A. Stewart, Edwin H. Abbot and Rowland B. Hazard have hereunto set their hands and seals in token of their consent to the time of this indenture and of their acceptance of the trusts therein created the day and year first above written.

Milwaukee and Lake Winnebago Railroad Company
By
Emory B. Greenleaf.
Vice President.

Signed, sealed and delivered in presence of
1 Edgar H. Hoxe
2 John H. Peterman

Attest:
Henry Mitchell
Assistant Secretary.

Milwaukee and Lake Winnebago R.R. Co. Seal 1882.

John A. Stewart. [Seal]
Edwin H. Abbot [Seal]
Rowland B. Hazard [Seal]

Saml. H. Winship } to J. A. S.
Robert B. Osborne }
George R. Brackett } to E. H. A.
Joseph H. Vollman }
Frederick A. Brown } to R. B. H.
William L. Stidman }

State of Wisconsin } ss
Milwaukee County }

On this 27th day of February, A. D. 1896, before me appeared Emory B. Greenleaf, to me personally known, who being by me duly sworn did say that he is the vice president of the Milwaukee and Lake Winnebago Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Emory B. Greenleaf acknowledged said instrument to be the free act and deed of said corporation.

Edgar H. Hoxe
Notary Public
Milwaukee Co.

Edgar H. Hoxe
Notary Public
Milwaukee County
Wisconsin.

State of Wisconsin } ss.
Department of State }

Received this 10th day of March, A. D. 1896 and recorded in Vol. 10 of Railroad Mortgages and Trust Deeds on pages 393 to 401.

Henry Casson
Secretary of State.

Indexed

The Milwaukee Electric Railway and Light Company
to the
Central Trust Company of New York as Trustee.
Consolidated Mortgage or Deed of Trust.
Dated February 1st 1896.

This Indenture, made this first day of February, in the year one thousand eight hundred and ninety six, by and between The Milwaukee Electric Railway and Light Company, a corporation duly organized under the laws of the State of Wisconsin (and hereinafter called the Company), party of the first part, and the Central Trust Company of New York, a corporation duly organized under the laws of the State of New York (and hereinafter called the Trustee), party of the second part.

Whereas, The Company is authorized by the statutes of the State of Wisconsin to purchase or otherwise acquire, construct, equip, lease, maintain and operate by electricity or other power, street railways for the transportation of passengers, mail, express, merchandise and other freight, in the City and County of Milwaukee and elsewhere in said State; and to purchase or otherwise acquire, take and hold real and personal property, shares, stocks, bonds and other securities, rights, privileges, ordinances and franchises suitable for the business or purposes of the corporation; and to acquire the real and personal property, rights, privileges, ordinances and franchises of any street railway companies, and electric power, light, or heat companies, foreign or domestic, now or hereafter existing; and to extend its railways to any points within any town adjoining said City of Mil-

waukee; and to build, maintain, and use street railways in any village or town, or to extend from any point in one village or town to, into or through any other village or town in the State of Wisconsin; and to manufacture, generate, store, use, sell and lease electricity for power, light or heat or other purposes; and especially to acquire, hold and operate all the property, real and personal, rights, privileges, ordinances and franchises of the Milwaukee Street Railway Company, a corporation of the State of Wisconsin; _____

And Whereas, All the street railways, electric light and power plants and other property of said the Milwaukee Street Railway Company were duly sold on the 29th day of January, 1896, under foreclosure decree of the United States Circuit Court for the Eastern District of Wisconsin and the purchasers at said sale duly purchased the same and did thereupon pursuant to the statutes of said State in such case made and provided, and as such purchasers, duly organize the Company and fix the price at which the rights, privileges, powers, franchises and property so acquired should be put into or transferred to the Company; _____

And Whereas, The Company has acquired and now owns, maintains and operates all the street railways and electric light and power plants and other property formerly belonging to said the Milwaukee Street Railway Company, and proposes to acquire other street railways, electric light and power plants and property or interests therein, and to construct additions and extensions of its existing street railways and electric light and power plants for the business or purposes of the Company; _____

And Whereas, The Company is indebted for the street railways, electric light and power plants and other property so acquired, pursuant to the price fixed by such purchasers at said foreclosure sale and to the terms of such acquisition by the Company; and, under the statutes of the State of Wisconsin, it may issue its bonds or obligations in payment to that extent therefor, and may also under the statutes of said State, borrow money to pay the amounts so owing and for the purposes of the corporation, and issue its bonds for the moneys so borrowed; and may execute a Mortgage or Deed of Trust embracing therein all or any part of its property, real and personal and all or any of its rights, privileges and franchises then owned and which may thereafter be acquired by it as security for such bonds; _____

And Whereas, The Incorporators, Stockholders and Directors of said Company, pursuant to the terms of said acquisition and the statutes of said State, at meetings duly held, have by vote duly resolved that the Company, in order to consummate such

acquisition, to secure the payment of its debts, and to borrow money for the purposes of the corporation, make, issue and deliver, from time to time, as needed for such purposes, its certain bonds, not to exceed in the aggregate, at their par value, the amount of eight million dollars, such bonds to be for one thousand dollars each, to be dated February 1, 1896, to be payable in gold coin of the United States, of the present standard, on the first day of February, 1926, with interest thereon in like coin, at the rate of five per centum per annum, payable semi-annually on the first days of August and February in each year, from the first day of February, 1896, until the principal sum is paid, and to have annexed interest coupons with the fac-simile of the signatures of the Treasurer of the Company impressed on each thereof for each instalment of interest, such bonds to be authenticated by a certificate endorsed thereon by the Trustee of the mortgage securing the same; _____

And Whereas, The said Incorporators, Stockholders and Directors have, by votes as aforesaid, further resolved that for the purpose of securing the payment of the principal and interest of all of the said bonds, the Company make, execute, acknowledge and deliver a Mortgage or Deed of Trust to the Central Trust Company of New York, as Trustee, conveying to said Trustee the property, real and personal, of the Company, hereinafter described, acquired and to be acquired, with the appurtenances, and all the rights, privileges and franchises, tolls and revenues pertaining thereto, now owned and hereafter to be acquired, and that the President and Secretary of the Company on its behalf make and execute all such bonds, and make, execute, acknowledge and deliver such Mortgage or Deed of Trust to the said Trust Company as Trustee; _____

And Whereas, the Incorporators, Stockholders and Directors of the Company have duly decided upon the form of such bonds and coupons, and agreed with the Trustee upon the form of its certificate, as follows: _____

United States of America

State of Wisconsin

_____

$1.000. No.....

The Milwaukee Electric Railway and Light Company.

Five Per Cent. Thirty Year Consolidated Mortgage Gold Bond.

_____

For value received, The Milwaukee Electric Railway and Light Company, a corporation duly organized under the laws of the State of Wisconsin, hereby promises to pay to the Central Trust Company of New York, as Trustee, or to the

bearer or registered owner hereof, at the agency of the said Railway Company in the City of New York, on the first day of February, 1926, the sum of One Thousand Dollars, in gold coin of the United States of America, of the present standard, and to pay interest thereon, at the rate of five per centum per annum, in like coin, at such agency, on the first days of August and February in each year, from February 1, 1896, until said principal sum is paid, upon presentation and surrender of the annexed coupons, as they severally become due and payable, free from all United States, State and municipal taxes that may be required by law to be deducted by said Railway Company from said interest, said Railway Company hereby assuming to pay the same.

This bond is one of an issue of bonds of like amount, tenor and date, not exceeding in the aggregate eight million dollars, numbered consecutively from one upward, all of which bonds are equally secured by a Consolidated Mortgage or Deed of Trust, dated the first day of February, 1896, duly made by the said Railway Company to the said Trust Company, as Trustee, and duly recorded, conveying to the said Trustee the property, real and personal, of the said Railway Company, now owned and hereafter to be acquired, together with all its incomes, rights, privileges and franchises, as set forth in said Mortgage, and upon the trusts, terms and conditions, and for the purposes therein provided.

If default in the payment of any interest on any of the said bonds be made and continue for six months after such interest shall have been duly demanded in writing, the principal of all said bonds may become due and payable as provided in said Mortgage.

This bond may be registered, as to the payment of the principal upon the books of the said Railroad Company, at its agency in the City of New York, in the manner provided in the said Mortgage; but such registration shall not affect the negotiability of the coupons by delivery. After such registration no transfer of this bond, except upon the said books, shall be valid unless the last transfer made on such books, shall have been to bearer. This bond shall continue subject to successive registrations and transfers to bearer as aforesaid, at the option of the owner.

This bond shall not be valid unless authenticated by the certificate of the Trustee of said Mortgage endorsed hereon.

In Witness Whereof, The Milwaukee Electric Railway and Light Company has caused this bond to be signed by its

President, and its corporate seal to be hereto affixed and attested by its Secretary, and the fac-simile signature of its Treasurer to be impressed upon the coupons hereto annexed, this first day of February, 1896.

The Milwaukee Electric Railway and Light Company.

By ...

President.

Attest:

Secretary.

(Form of Coupon.)

Coupon No. ...

$25.

The Milwaukee Electric Railway and Light Company will pay to the bearer, on the first day of ——, 18 , at its agency in the City of New York, twenty-five dollars, in gold coin of the United States of America, being six months' interest due on that day on its Consolidated Mortgage Gold Bond No. ——

Treasurer.

(Trustee's Certificate)

The Central Trust Company of New York, as Trustee, hereby certifies that this bond is one of the authorized issue of bonds to secure which the within mentioned Mortgage has been granted to this Company.

Central Trust Company of New York

By

Vice President.

And Whereas, The Incorporators, Stockholders and Directors of the Company have duly decided upon the form of this Mortgage or Deed of Trust, with the covenants and provisions herein expressed;

Now, Therefore, This Indenture Witnesseth, that the Company for and in consideration of the premises and of the sum of one dollar received by it from the Trustee, and in order to secure the due and punctual payment of the principal and interest of all the bonds issued hereunder and at any time outstanding, does hereby convey and assign unto the Trustee, its successors and assigns, forever, all and singular (with the exceptions hereinafter specifically set forth) the property, franchises, ordinances, rights, privileges and powers of the Company, generally described as follows:

All and singular the lines of railway now owned by the Company, in the City and County of Milwaukee, and all which it shall acquire, together with all property, franchises, ordinances, rights, privileges and powers connected therewith.

All and singular the electric light and power plants, now owned by the Company, in the City and County of Mil-

wankee, and all which it shall acquire, together with all property, franchises, ordinances, rights, privileges and powers connected therewith.

All and singular the following described real estate now owned by the company in the City and County of Milwaukee, namely,

All and singular those lots, pieces or parcels of land, lying being and situate in the City and County of Milwaukee, State of Wisconsin, and described by lot, block and ward numbers as follows:

All of ..... Lot 8 ..... Block 32 ... Ward 2.
All of ..... " 9 ..... " 32 ... " 2.
All of ..... " 10 ..... " 32 ... " 2.
All of ..... " 11 ..... " 32 ... " 2.
All of ..... " 4 ..... " 44 ... " 4.
All of ..... " 5 ..... " 44 ... " 4.
All of ..... " 6 ..... " 44 ... " 4.
South Half of ..... " 1 ..... " 44 ... " 4.
South Half of ..... " 5 ..... " 9 ... " 10.
All of ..... " 6 ..... " 9 ... " 10
South 5 feet of ..... " 8 ..... " 9 ... " 10
All of ..... " 9 ..... " 9 ... " 10
All of ..... " 10 ..... " 9 ... " 10
All of ..... " 11 ..... " 9 ... " 10
All of ..... " 12 ..... " 9 ... " 10
All of ..... " 13 ..... " 9 ... " 10
All of ..... " 14 ..... " 9 ... " 10
All of ..... " 15 ..... " 9 ... " 10

In the Subdivision of the West sixty and one half acres, in the S. W. 1/4 of Section 17, Town 7 North, of Range 22 East.

All except the East 23 feet of ... Lot 1 ... Block 132 ... Ward 12
All " " " " " " " 2 ... " 132 ... " 12
All " " " " " " " 3 ... " 132 ... " 12
All " " " " " " " 4 ... " 132 ... " 12
All " " " " " " " 5 ... " 132 ... " 12
All " " " " " " " 6 ... " 132 ... " 12
All " " " " " " " 7 ... " 132 ... " 12
All " " " " " " " 8 ... " 132 ... " 12
All " " " " " " " 9 ... " 132 ... " 12

In Gudge A. D. Smith's Subdivision of a part of the N. E. 1/4 of Section 5-6-22.

That part lying East of Kinnickinnic
Ave. of ..... Lot 1 .. Block 133 Ward 12
That part lying East of Kinnickinnic Ave of ... Lot 2 ... Block 133 ... Ward 12.
" " " " " " " " ... " 3 ... " 133 ... " 12.
" " " " " " " " ... " 4 ... " 133 ... " 12.
" " " " " " " " ... " 5 ... " 133 ... " 12
" " " " " " " " ... " 6 ... " 133 ... " 12
" " " " " " " " ... " 7 ... " 133 ... " 12
" " " " " " " " ... " 8 ... " 133 ... " 12
" " " " " " " " ... " 9 ... " 133 ... " 12

In Gudge A. D. Smith's Subdivision of a part of the N. E. 1/4 of Sec. 5.
That part lying West of Kinnickinnic Ave Lot 1 ... Block 133 ... Ward 12.
" " " " " " " " ... " 2 ... " 133 ... " 12.
" " " " " " " " ... " 3 ... " 133 ... " 12.
" " " " " " " " ... " 4 ... " 133 ... " 12.
All of ... " 15 ... " 133 ... " 12
" " ... " 16 ... " 133 ... " 12
" " ... " 17 ... " 133 ... " 12
" " ... " 18 ... " 133 ... " 12

In Gudge A. D. Smith's Subdivision of a part of the N. E. 1/4 of Sec. 5.
All of ... Lot 1 ... Block 1 ... Ward 13.
" " ... " 4 ... " 1 ... " 13.

In Pierce's Addition
All of ... " 6 ... " 279 ... " 15
" " ... " 7 ... " 279 ... " 15
" " ... " 8 ... " 279 ... " 15
" " ... " 9 ... " 279 ... " 15
" " ... " 10 ... " 279 ... " 15

In Hawley's Subdivision No. 2, in the N. W. 1/4 of Section 30, Town 7 North, of Range 22 East.

All of ... Lot 6 ... Block 24 ... Ward 18
" " ... " 7 ... " 24 ... " 18
" " ... " 8 ... " 24 ... " 18
" " ... " 9 ... " 24 ... " 18
" " ... " 10 ... " 24 ... " 18
" " ... " 11 ... " 24 ... " 18

In Hidden and Lockwood's Addition.

A certain parcel of land lying in the Southeast 1/4 of Section 36, Town 7 North, of Range 21 East, the said parcel hereby mortgaged being more particularly bounded and described as follows:

Commencing on the North line of National Avenue 1140 feet west of the east line of section 36, thence north 323 1/2 feet to a point, thence west to the west line of the east half of the 8 3/10 acres of land hereinafter described, thence south along said west

line to the north line of National Avenue, thence east to the place of beginning; being a part of the East 1/2 of the following described 43/10 acres of land lying in said Southeast 1/4 of the said Section 36 namely: _____

Beginning at the N. E. corner of said S. E. 1/4 of Section 36; thence West on the North line of said 1/4 Section, in the center of the Wauke sha Plank Road two and twenty-seven hundredths (2.27) chains; thence South 84 degrees West along the center of said road five and fifty-one hundredths (5.51) chains; thence South ten and fifty-six hundredths (10.56) chains to the center of the Menkawonago Road; thence North 84 degrees East, seven and nine hundred fifty-five and-two (7.952) chains to the East line of said 1/4 Section; thence North along said Section line ten and fifty-one hundredths (0.51) chains, to the Northeast corner of said Quarter Section. _____

South 30 ft. in width of Lot 16, Block 12, in Prospect Hill, Eighteenth Ward. _____

The East fifteen (15) feet of the South five (5) acres of the North twenty (20) acres of the West One half (1/2) of the South West Quarter (1/4) of Section No. Three (3) of Township No. Seven (7) North, of Range No. twenty-two (22) East, in the County and State aforesaid. _____

The East thirty (30) feet of the South sixty (60) acres of the West One-half (1/2) of the South West Quarter (1/4) of Section No. Three (3) of Township No. Seven (7) North, of Range No. twenty-two (22) East. _____

That part of the South-West Quarter of the North-West fractional Quarter (1/4) of Section No. Three (3) of Township No. Seven (7) North, of Range No. twenty-two (22) East, bounded by a line commencing at a point in the North line of the South-West Quarter (1/4) of the North West Quarter (1/4) of said Section No. Three (3) One Hundred and forty-seven and forty-two hundredths (147.42) feet East from the North-West corner thereof; thence South and parallel with the West line of said North-West fractional Quarter (1/4) Four Hundred and twenty-nine (429) feet to a point; thence East thirty (30) feet to a point; thence North and parallel with the West line of said North-West fractional Quarter (1/4) Four Hundred and twenty-nine (429) feet to a point; thence West thirty (30) feet to the place of beginning, as is situated within fifteen (15) feet of the central line of the main tracks of the Milwaukee and Whitefish Bay Railway Company, when laid. _____

That part of the North fifteen (15) acres of the North-West Quarter (1/4) of the South-West Quarter (1/4) of Section No. Three (3) of Township No. Seven (7) North, of Range No. twenty-two (22) East, bounded commencing at the South-East corner of said fifteen (15) acre tract, running thence West on the South line of said tract fifteen (15) feet to a point; thence North and parallel with and fifteen (15) feet distant West of the East boundary line of said tract Two Hundred and forty-five (245) feet to a point; thence tangential on a curve of Two Hundred and Eighty-seven and ninety-hundredths (287.90) feet radius (concave to the North-East corner of said tract) to the intersection with the North line of said tract; thence East on and along said North line fifty-eight (58) feet to a point; thence South Easterly on a curve of Three Hundred and seventeen and ninety hundredths (317.90) feet radius (concentric to the curve of Two Hundred and Eighty-seven and ninety hundredths (287.90) feet above described) to the intersection with the East boundary line of said fifteen (15) acre tract; thence on and along said East boundary line of said tract Three Hundred and forty-five (345) feet to the place of beginning.

That piece commencing at the South West corner of Lot No. Five (5) of the Subdivision of the North Ten (10) acres of the North-East Quarter (1/4) of the South West Quarter, and a part of the South-West Quarter of the North-West Quarter (1/4) and a part of Lot No. 2; all in Section No. Three (3) of Township No. Seven (7) North, of Range No. twenty-two (22) East; thence North on the West line of Lots Nos. Five, Six and Seven (5, 6 and 7) of said Subdivision, as shown on the recorded plat thereof, Six Hundred and Sixty-eight and sixty-two hundredths (668.62) feet to the North-West corner of Lot No. Seven (7) of said Subdivision; thence East on and along the North line of Lot No. Seven Thirty (30) feet to a point; thence South and parallel with and Thirty (30) feet distant from the West line of Lots Nos. Five, Six and Seven (5, 6 & 7) of said Subdivision, Six Hundred and Sixty-eight and sixty-two hundredths (668.62) feet to a point in the South line of said Lot No. Five (5); then West on and along the South line of said Lot No. Five (5) of said Subdivision Thirty (30) feet to the place of beginning. _____

That part of Lot No. Three (3) of the Subdivision of the North Ten (10) acres of the North-East Quarter (1/4) of the South-West Quarter (1/4) and part of the South-West Quarter (1/4) of the North-West Quarter (1/4), and part of Lot No. Two (2), of Section No. Three (3), of Township No. Seven (7) North, of Range No. twenty-two (22) East, which is bounded commencing at the South-West corner of Lot No. Five (5) of said Subdivision; thence East on the South line of

said Lot No. Three (3) Fifteen (15) feet to a point; thence North on a line Fifteen (15) feet East of and parallel with the West line of said Lot No. Three (3) Eighty (80) feet to a point; thence North-Westerly on a curve of Three Hundred and Seventeen and Ninety hundredths (317.90) feet radius to a point in the West line of said Lot No. Three (3) One Hundred and Forty-five (145) feet South of the North-West corner of said Lot; and thence South on and along the West line of said Lot No. Three (3) One Hundred and Eighty-six and Twenty-five hundredths (186.25) feet to the place of beginning; also that part of Lot Four (4) of said Subdivision, which is bounded commencing at the North-West corner of said Lot No. Four (4); thence East on the North line of said Lot No. Four (4) Thirty (30) feet to a point; thence South-Easterly on a curve convex to the South-West corner of said Lot No. Four (4) with the radius of Two Hundred and Thirty-five and Eighty hundredths (235.80) feet to a point in the South line of said Lot No. Four (4); thence West on the South line of said Lot No. Four (4) to a point One Hundred and Fifteen (115) feet East of the South-West corner of said Lot No. Four (4); thence North-Westerly on a curve of Two-Hundred and Sixty-five and Eighty hundredths (265.80) feet radius concentric to the curve last above described to the point of contact with the West line of said Lot No. Four (4), being the place of beginning.

___ The East Fifteen (15) feet of the North Sixty (60) acres of the East half (1/2) of the South-West Quarter (1/4) of Section Ten (10) of Township No. Seven (7) North, of Range No. Twenty-two (22) East. ———

___ The West Fifteen (15) feet of the South Thirty (30) acres of the North-East Quarter (1/4) of the South-West Quarter (1/4) and the West Twelve (12) feet of the South-East Quarter (1/4) of the South-West Quarter (1/4), all in Section No. Three (3) of Township No. Seven (7) North, of Range No. Twenty-two (22) East. ———

___ All that part of Lot No. One (1) and the South-West Quarter (1/4) of the North-West Quarter (1/4) of Section No. Three (3) of Township No. Seven (7) North, of Range No. Twenty-two (22) East, commencing at a point in the West line of the North-West Quarter (1/4) of said Section No. Three (3) Four Hundred and Eighty-five (485) feet South of the North-West corner thereof; thence East and parallel with the North line of said Quarter Section One Hundred and Eighty (180) feet to a point; thence tangentially on a curve of Three Hundred and Fifteen (315) feet radius (curve North-East) Two Hundred and Seventy and Eighty-two hundredths (270.82) feet to a point; thence South Forty (40) degrees Forty-eight (48) minutes East. Eight Hundred and Ninety-

seven and Ten Hundredths (897.10) feet to a point; thence tangentially on a curve of Three Hundred and fifteen (315) feet radius (curve North-East) Two Hundred and Twenty-four and Thirty hundredths (224.30) feet to a point; thence West and parallel with the North line of said Quarter Section Six (6) feet to a point; thence South and parallel with the West line of said Quarter Section One Hundred and Six (106) feet to a point; thence North-Westerly tangentially on a curve Two Hundred and Eighty-five (285) feet radius (concentric to the last above described curve) Two Hundred and Three (203) feet to a point; thence North Forty (40) degrees Forty-eight (48) minutes West. Eight Hundred and Ninety-seven and Ten hundredths (897.10) feet to a point; thence tangentially on a curve of Two Hundred and Eighty-five (285) feet radius (and concentric to the first above described curve) Two Hundred and Forty-five (245) feet to a point; thence West and parallel with the North line of said Quarter Section One Hundred and Eighty (180) feet to a point; thence North Thirty (30) feet to the place of beginning; all of said described Real Estate being used by The Milwaukee Electric Railway and Light Company for the purpose of a right-of-way for said company. ———

___ The West Thirty (30) feet of the South-West Quarter (1/4) of the South-East Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) North, of Range No. Twenty-two (22) East, in the Eighteenth (18th) Ward of the City of Milwaukee, used by The Milwaukee Electric Railway and Light Company for the purpose of right-of-way. ———

___ A piece commencing at the South-East corner of the South-East Quarter (1/4) of the North-West Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) North, of Range No. Twenty-two (22) East, in the County and State aforesaid, running thence West on the Quarter Section line Fifteen (15) feet to a point; thence North, parallel with and Fifteen (15) feet distant from the Quarter Section line, Ten Hundred and Fourteen and Eighty-four hundredths (1,014.84) feet to a point; thence tangentially on a curve of Two Hundred and Eighty-seven and Ninety hundredths (287.90) feet radius to a point, Three Hundred and Two and Ninety hundredths (302.90) feet West of and Thirty (30) feet South of the North-East corner of said tract; thence West on the tangent of said curve Thirty (30) feet distant from and parallel with the North bounding line, to a point Three Hundred and Two and Ninety hundredths (302.90) feet East

of the West line of said tract, thence on a curve of Three Hundred and Seventeen and Ninety hundredths (317.90) feet radius to the intersection with the South line of said tract. thence East on and along the South boundary line of said tract to a point, Three Hundred and Two and Ninety hundredths (302.90) feet West of the South-East corner of said tract, thence on a curve of Three Hundred and Seventeen and Ninety hundredths (317.90) feet radius (Center to the South-East corner of said tract) to a point in the Quarter Section line Two Hundred and Seventeen (217) feet South of the South-East corner of said tract; thence South on and along the Quarter Section line Eleven Hundred and Ten and Eighty-four hundredths (1,110.84) feet to the place of beginning.

The East Fifteen (15) feet of the South Quarter (1/4) of the South West Quarter (1/4) of the South-West Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) South, of Range No. Twenty-two (22) East, in the County and State aforesaid.

The East Fifteen (15) feet of the South Half (1/2) of the South Half (1/2) of the South-West Quarter (1/4) of the South-West Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) South, of Range No. Twenty-two (22) East, in the County and State Aforesaid.

The East Fifteen (15) feet of the East Ten (10) acres of the South Twenty (20) acres of the South-West Quarter (1/4) of the South-West Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) South, of Range No. Twenty-two (22) East, in the County and State aforesaid.

A piece commencing at the South-West corner of Birkie's land, running thence East on the South line of said tract Three Hundred and Two and Ninety hundredths (302.90) feet to a point; thence on a curve (Center to the South-West corner of said tract), with the radius of Two Hundred and Eighty-seven and Ninety hundredths (287.90) feet to a point, which is Two Hundred and Eighty-seven and Ninety hundredths (287.90) feet distant from the South line and Fifteen (15) feet from the West line of said tract, and thence North on the tangent of said curve Fifteen (15) feet distant from and parallel with the West line of said tract, to intersect with the North line of the North-West Quarter (1/4) of Section No. Ten (10) of Township No. Seven (7) South, of Range No. Twenty-two (22) East; thence West on the North line of said Quarter Section Fifteen (15) feet to the North-West corner of Birkie's land, and thence South Thirteen Hundred and Twenty (1,320) feet to the place of beginning, containing Six Hundred and Eighty-three Thousandths (.683) acres.

All of said described real estate being used as a right of way by The Milwaukee Electric Railway and Light Company, for the purposes of said Company.

That part of the South Fifty (50) acres of Lot No. One (1) in the North-East fractional Quarter (1/4) of Section No. Thirty-three (33) of Township No. Eight (8) North, of Range No. Twenty-two (22) East, bounded commencing at a point on the South line of said Fifty (50) acre tract, Nineteen Hundred and Nineteen and Three hundredths (1,919.03) feet East of the One-eighth (1/8) Section corner at the South-West corner of the East Half (1/2) of the North West Quarter (1/4) of Section No. Thirty-three (33) aforesaid; thence North Four Hundred (400) feet to a point; thence East Twenty-three and Seventy-five hundredths (23.75) feet to a point; thence South Nine (9) degrees Thirty-two minutes East, Four Hundred and One and Sixty hundredths (405.60) feet to a point in the South line of said Fifty (50) acre tract; thence West Ninety-one (91) feet to the place of beginning, subject to an easement of the public over the South Twenty-four and Seventy-five hundredths (24.75) feet, as and for a public highway; being the premises occupied by The Milwaukee Electric Railway and Light Company as a right-of-way.

Also a piece of land Fifty by Two Hundred and Two (50x202) feet lying Easterly of the premises above described, viz; commencing at the South-East corner of last described land, thence East Fifty (50) feet, thence North Two Hundred and Two (202) feet, thence West Fifty (50) feet, thence South Two Hundred and Two (202) feet.

The West Thirty (30) feet of that part of the South-East Quarter (1/4) of Section No. Thirty-three (33) Township No. Eight (8) North, of Range No. Twenty-two (22) East, bounded commencing at a point in the South line of said South-East Quarter (1/4) aforesaid, said point being Seventeen (17) chains East of the South-West corner of said Quarter (1/4) Section, thence North and parallel with the West line of said Quarter Section Twenty (20) chains, thence East and parallel with the South line of said Quarter Section Five (5) chains, thence South and parallel with the West line of said Quarter Section Twenty (20) chains to a point in the South line of said Quarter Section, thence West on the South line of said Quarter Section Five (5) chains, to the place of beginning, containing Ten (10) acres.

That part of the South-East Quarter (1/4) of Section No. Thirty-three (33) of Township No. Eight (8) North, of Range No. Twenty-two (22) East, commencing at a point in the East line of Pagel's land, which is Eleven Hundred and Twenty-two feet East and

Seven Hundred and Eighty-three (783) feet South of the South-West corner of said Quarter Section, running thence North-West on a curve Five Hundred and Eighty-five (585) feet radius (Concave North-East), Four Hundred and Sixty-one and Seventy-five hundredths (461.75) feet to a point, thence South Forty-five degrees Ten (10) minutes West, One Hundred and Seventy-three and Seventy hundredths (173.70) feet to a point on the South line of Pagel's land, thence East Two Hundred and Ninety-five (295) feet to a point, being the South-East corner of Pagel's land, thence South on the East line of said land Five Hundred and Sixty-eight (568) feet to a place of beginning, containing One and One Hundred and Sixty-one Thousandths (1.161) acres.

That part of the South-East Quarter (1/4) of Section No. Thirty-three (33) of Township No. Eight (8) North, of Range No. Twenty-two (22) East, bounded commencing at a point in the South line of said Quarter Section Forty and a Half (40 1/2) rods East of the South-West corner thereof, thence South and parallel with the West line of said Quarter Section Nine Hundred and Eighty-four and Eighty hundredths (984.80) feet to a point, thence tangentially on a curve of Four Hundred and Fifteen (415) feet radius (Concave Westerly) Three Hundred and Twenty-eight (328) feet to a point, thence South Forty-four (44) degrees Fifty (50) minutes East, Fifty-five (55) feet to a point, thence East Forty-six (46) feet to a point, thence North Forty-four (44) degrees Fifty (50) minutes West, Eighty-seven (87) feet to a point, thence tangentially on a curve Three Hundred and Eighty-five (385) feet radius (Concentric to the above mentioned curve) Three Hundred and Three and Sixty hundredths (303.60) feet to a point, thence North and parallel to the West line of said Quarter Section Nine Hundred and Eighty-four (984) feet to a point in the North line of said Quarter Section, thence West Thirty (30) feet to the place of beginning; being the premises occupied by the Milwaukee Electric Railway and Light Company, as a right of way.

The West Fifteen (15) feet of Lots Two and Three (2 and 3), Section Ten (10) Town Seven (7) Range Twenty-two (22) excepting the South Thirty-three feet of Lot Two (2) and the North Thirty-three (33) feet of Lot Three (3).

A strip of land Three (3) rods in width, the center line of which is the center line of the railway of the Milwaukee Electric Railway and Light Company as it is now constructed across the North Half of the South-East Quarter of Section 4, Town 7 North, Range 22 East; and which said center line is more particularly described as follows to-wit: Commencing at a point

in the east line of the northeast 1/4 of section 4, five hundred feet south of the northeast corner of said quarter section; thence west 1,104.70 feet to a point; thence northwesterly on a tangential curve (radius 415 feet concave northeast) to a point 1,504.70 feet west of said east line and 100 feet south of the north line of said quarter section; thence north 100 feet to the north line of said quarter section;

Also all tracts of lands and interest in lands which the Company shall acquire;

Together with all power houses, stations, plants, car houses station houses, supply shops, machine shops, barns, stables, offices and other structures now or hereafter constructed and owned or acquired by the Company, with all furniture and appurtenances belonging to any of said structures.

Also all poles, wires, tubes, conduits, junction boxes, insulators, lamps and other electrical fixtures now owned by the Company, and all which it shall acquire.

Also all sails, cars, snow-ploughs, and other vehicles and electrical, and other equipment, boilers, engines, dynamos, motors, electrical apparatus, locomotives, running engines, machinery, tools and implements now owned by the Company and all which it shall acquire.

And all items of every kind whatsoever, constituting what is now known as well as what may hereafter be known as the electric light plants and electric power plants of the company, including all its leasehold rights now existing and hereafter to arise, and all inventions, patents, rights, licenses and franchises of every kind, now owned and hereafter acquired, the Company meaning and intending hereby to convey all its right, title, interest and estate, both real and personal, and of every kind whatsoever, now held and hereafter acquired, in or in connection with its business of generating and supplying electric light, heat and power, whether for what is known as central station plants or for isolated plants, and all its properties, rights, privileges, immunities, franchises, inventions, patents, licenses and grants of every kind, now owned and hereafter acquired, and all enlargements thereof, and all rights thereunder as fully and to the same effect as if the same were herein more specifically designated and described, and including further all systems of distribution for electric current, whether overhead or underground or otherwise, and all parts thereof, as well as all appurtenances, fixtures, tools, electrical devices and apparatus, implements, fuel, supplies,

and material for constructing, maintaining and operating, repairing, replacing and removing the said central station plants and isolated electric plants, and all parts thereof, now and hereafter held owned or acquired by the Company.

Also all the grants, rights, privileges, franchises, immunities and exemptions which the Company now has and all which it shall hereafter acquire under ordinances of the Municipal Corporation of the City of Milwaukee, or under grants from any county or under consents of Supervisors of any town or of the Board of Trustees of any village, or otherwise.

Also all other property which the Company now has, and all which it shall acquire, and especially all and singular the railways, lands and other property so acquired by such purchasers at such foreclosure sale and duly transferred to the Company as aforesaid, and all rights, privileges, ordinances and franchises which said The Milwaukee Electric Railway Company had or was entitled to have at the time of said purchase and sale, and such as are provided by the statutes of said State applicable thereto.

Also all future tolls, incomes, rents and revenues from the mortgaged property.

Specifically reserving and excepting, however, from the lien of this Mortgage, the following described real estate, not required for the business of the Company, namely:

West 2.5 feet of ..... Lot 4 ..... Block 59 ..... Ward 4.
All of ..... " 6 ..... " 59 ..... " 4.
So much of ..... " 5 ..... " 59 ..... " 4.
And of ..... " 8 ..... " 59 ..... " 4.

Described as follows:

Commencing at N. E. corner of Lot 5, running thence S. E. along West Water Street 40.4 feet to a point: thence S. W. 47.53 feet to a point in Lot 8, which is 10 feet South of the North line of said Lot 8: thence West 55.6 feet to a point in the West line of Lot 8: thence North along the West line of Lots 8 and 5, 60 feet to the N. W. corner of Lot 5: thence East along the North line of said Lot 5, 73.75 feet to the place of beginning.

All of ..... Lot 6 ... Block 60 ... Ward 4
All of ..... " 8 ..... " 60 ..... " 4
All of ..... " 9 ..... " 60 ..... " 4
South 30 feet ..... " 5 ..... " 60 ..... " 4
East 11.5 feet ..... " 8 ..... " 192 ..... " 4

Also a piece of land described as follows:
Beginning at S. E. corner of Lot 8 Block 192; thence South 6.4 feet more or less, to a point in the North line of Wells Street; thence West along North line of Wells Street 150 feet to East line of Twelfth Street; thence North along East line of Twelfth Street 62 feet more or less, to a point 2 feet 3 inches South of S. W. corner of Lot 8, Block 192; thence East 3.5 feet to a point; thence North 2 feet 3 inches to South line of Lot 8, Block 192; thence East along the South line of Lot 8 to place of beginning in the South Ward.

All of ..... Lot 17 ..... Block 13 ..... Ward 9.
All of ..... " 14 ..... " 13 ..... " 9.
All of ..... " 19 ..... " 13 ..... " 9.

In the continuation of Van Matter Park, being a subdivision of part of the S. E. 1/4 of Section 24, Town 7 North, of Range 21 East.

All of ..... Lot 5 ..... Block 3 ..... Ward 11.
All of ..... " 6 ..... " 3 ..... " 11.
All of ..... " 13 ..... " 3 ..... " 11.
All of ..... " 14 ..... " 3 ..... " 11.

In G. W. Dunlap's Subdivision.
All that part West of Kinnickinnic River, except a strip off the whole south side thereof 50 feet wide, of

Lot 9 ..... Ward 12.
North Half, except West 40 feet of ..... " 10 ..... " 12.
All exc. W. 40 ft. of ..... " 11 ..... " 12
..... " 12 ..... " 12
All of ..... 13 ..... " 12
All of ..... 14 ..... " 12

Parts of the N. W. 1/4 of Section 4, Town 6 North, of Range 22 East. All of said lots being in and of partition of all that part of said N. W. 1/4 of Section 4, which lies West of Quarter Section line, and now being in Twelfth Ward.

All of ..... Lot 14 ..... Block 2 ..... Ward 13.
All of ..... " 15 ..... " 2 ..... " 13.
All of ..... " 16 ..... " 2 ..... " 13.

In Charles Harpkis part of Jorgs, Rindskopf and Harpkis Subdivision of Lots 1, 2 and 3, in partition of N. W. 1/4 of Section 17, Town 7 North of Range 22 East.

All of ..... Lot 11 ..... Block 242 ..... Ward 16.
All of ..... " 12 ..... " 242 ..... " 16.
All of ..... " 13 ..... " 242 ..... " 16.
All of ..... " 14 ..... " 242 ..... " 16.
All of ..... " 15 ..... " 242 ..... " 16

All of Lot 16 Block 242 Ward 16.
All of " 3 " 243 " 16
All of " 8 " 244 " 16
All of " 9 " 244 " 16
All of " 10 " 244 " 16
All of " 11 " 244 " 16
All of " 12 " 244 " 16
East five feet of " 13 " 244 " 16
North 10 feet of the West 25 ft of " 13 " 244 " 16
North 10 feet of " 14 " 244 " 16

In the Subdivision of 20.55 acres of the East 60 acres in the N.W. 1/4 of Section 30, Town 7 North, of Range 22 East.

All of the East 1/2 of the parcel of 43/10 acres of land lying in the Southeast 1/4 of Section 36, Town 7 North, of Range 21 East, hereinbefore described, except the following described tract of land, namely:

Commencing on the North line of National Avenue, 120 feet West of the East line of Section 36, thence North 323 1/2 feet to a point, thence West to the West line of the East 1/2 of the 43/10 acres of land hereinbefore described, thence South along said West line to the North line of National Avenue, thence East to the place of beginning; the said excepted tract being hereinbefore particularly described as included in and covered by this Mortgage.

Lots 5, 7, and 9, in Block 3, in Lyman's Subdivision in the Town of Wauwatosa.

Part of the N.W. 1/4 of Section 25, Town 7 North, of Range 21 East, in Milwaukee County, Wis., described as follows:

Commencing at a point on the West side of Thirty-sixth Street five and six hundred ninety-five thousandths (6.695) chains north of a stake which is six and three hundred thirty-five thousandths (6.335) chains north of a stake in the 1/4 Section Line, seven and seventy-five hundredths (7.75) chains West of the Southeast corner of the Northwest quarter of Section 25, Town 7 North, of Range 21 East; running thence West one hundred and twenty-eight (128) feet to a stake; thence South parallel with Thirty-sixth Street one hundred twelve (112) feet to a stake on the North line of Wells Street extended; thence East on the North line of Wells Street extended one hundred twenty-eight (128) feet to a stake on the West line of Thirty-sixth Street; thence North on the West line of Thirty-sixth Street one hundred twelve (112) feet to the place

of beginning.

Subject, However, to the priority of the lien of the certain First Mortgage made by the Milwaukee City Railroad Company to the Central Trust Company of New York, dated December 1, 1888, and of the certain First Mortgage made by the West Side Railroad Company to The Farmers Loan and Trust Company, dated June 20, 1889, upon certain of the property above described;

To Have and To Hold all and singular the railways and other property and the rights, privileges and franchises hereby conveyed or intended so to be, together with all and singular the revisions, remainders, tolls, rents, revenues, incomes, issues and profits, privileges and appurtenances now or hereafter belonging or in anywise appertaining thereto, unto the Trustee and its successors and assigns, in fee simple, forever. In trust nevertheless, and upon the trusts and under the provisions hereinafter expressed concerning the same, for the pro rata benefit of all holders of bonds duly issued under this Mortgage, and to secure the payment of the principal and interest of all such bonds according to their terms and the terms of this Mortgage, without any preference or priority of one bond over another by reason of priority in time of issue or negotiation thereof or otherwise and for the uses and purposes hereinafter expressed; Provided, However, that if the Company shall pay the principal and interest of all of said bonds according to their terms and the terms of this Mortgage, and the reasonable compensation and lawful charges of the Trustee, all the estate, title and interest of the Trustee in said railways and other property and in said rights, privileges and franchises, and all liens thereon by reason of this Mortgage shall thereupon cease; and Provided, Further, that until default shall be made and continued by the Company in the payment of the principal or interest of any of the said bonds hereby secured, as hereinafter provided, or until default shall be made and continued in respect of some act or thing, obligation or agreement herein required to be done, performed or kept by it, as hereinafter provided, the Company shall be permitted to possess, manage, operate, use and enjoy the said railways and other property, and the equipment and appurtenances, and the said rights, privileges and franchises, and to take and use the tolls, incomes, revenues, rents, issues and profits thereof, as if this mortgage had not been made; and Provided, Further, that the said bonds shall be issued by the Company and held by the owners, and the said mortgaged property

and franchises shall be held by the Trustee, its successors and assigns, upon and for the following additional trusts, uses and purposes, namely: _____

Article First.- The Company agrees to pay said principal sums of money mentioned in the said bonds issued hereunder, together with the semi-annual interest to become due thereon, according to the terms thereof and of this mortgage, without deduction from principal or interest for any taxes, assessments, or governmental or other charges legally imposed on the mortgaged property or franchises, the Company hereby assuming to pay the same, all at the times and in the manner and at the places herein and therein specified, and that the issue of such bonds shall not exceed, in the aggregate, at par, the amount of eight million dollars. _____

The purchase or sale of any coupon on any of said bonds, nor any loan or advance upon, nor redemption of the same, by or on behalf of the Company, directly or indirectly, shall, as between the purchaser of such coupons and the holders of such bonds, operate as keeping such coupons or any part thereof alive or in force as a lien upon the mortgage property against the holders of said bonds, or the holders of the other coupons; and the company agrees to cancel the coupons as they mature and are paid. _____

The Company further agrees that it will at all times hereafter pay and discharge all taxes and assessments, whether Federal, State, County or Municipal, which are or may hereafter be lawfully assessed or imposed upon the said property or franchises, at the time or times when the said taxes or assessments shall be respectively due and payable; and will not suffer any liens superior to the lien of this mortgage to attach to any part of said property or franchises, and will not suffer any waste thereof. Should the Company fail to pay any such tax, assessment or other charge, or suffer any lien to attach, the Trustee may pay and discharge the same. _____

The Company agrees to keep the buildings erected and to be erected upon the lands above mentioned and all the works thereon or appurtenant thereto, other than such as are fixtures, and the motive power and equipment at any time owned by this mortgage, insured against loss or damage by fire, in amounts to be approved by the Trustee, by reputable insurance companies, and in default thereof, it shall be lawful for the Trustee to effect such insurance, and the premiums paid for effecting the same shall be a lien on the said property and be forthwith due and payable by the company. The proceeds of

any such policy of insurance shall be applied, under the direction of the Trustee, to the replacement and reconstruction of the destroyed or damaged property or otherwise for the benefit of the mortgaged property.

The Company further agrees properly to maintain all property at any time owned by this mortgage, repairing, renewing and replacing the same, as may be necessary, and to keep the railways owned hereby supplied with sufficient equipment and motive power and properly to operate said railways and said light and power plants and preserve the rights, privileges and franchises relating thereto.

Article Second.- Upon the execution and recording of this Mortgage, the Company shall execute and deliver to the Trustee seven thousand of the bonds authorized to be issued hereunder, amounting at par to seven million dollars, with all coupons thereto belonging. _____

The Trustee shall thereupon certify and return to the Company five thousand five hundred of the said bonds, amounting at par to five million five hundred thousand dollars, with all coupons thereto belonging; and the receipt therefor of the Treasurer of the Company shall be full acquittance and authority to the Trustee for such certification and delivery. _____

The Company agrees that the said five thousand five hundred bonds so returned to it shall be used in payment to that extent for the assets, property and franchises of the Milwaukee Electric Railway Company, pursuant to the terms of the acquisition thereof upon the organization of said The Milwaukee Electric Railway and Light Company by the purchasers at the said foreclosure sale. _____

The Trustee shall certify and retain in its possession one thousand five hundred of the said seven thousand bonds, with all unmatured coupons thereto belonging, and shall deliver one thousand thereof from time to time to the holders of the certain one thousand First Mortgage Bonds of the Milwaukee City Railroad Company for one thousand dollars each, dated December 1, 1888, on surrender by the said holders to the Trustee in exchange therefor of an equal amount at par of the said First Mortgage Bonds of the Milwaukee City Railroad Company with all unmatured and unpaid coupons thereto belonging, and shall deliver five hundred thereof from time to time to the holders of the certain five hundred First Mortgage Bonds of the West Side Railroad Company, for one thousand dollars each, dated June 20, 1889, on surrender by the said holders to the Trustee in exchange therefor of an equal amount at par of the said First Mortgage Bonds

of the West Side Railroad Company, with all unmatured and unpaid coupons thereto belonging.

It is agreed, as a condition of every such surrender and exchange, that all of the said First Mortgage Bonds so surrendered shall be held in trust by the Trustee, under the provisions of this mortgage, as further security for all the bonds issued hereunder and at any time outstanding, until all of the said First Mortgage Bonds (except such as shall have been lost or destroyed, and for which satisfactory evidence of such loss or destruction, together with a proper bond of indemnity, shall have been given to the Trustee), shall have been surrendered and cancelled, and until the Mortgage securing said First Mortgage Bonds shall have been cancelled and satisfied of record.

All such First Mortgage Bonds so surrendered shall forthwith be stamped by the Trustee with the words:

"This bond is surrendered to and held in trust by the Central Trust Company of New York, under the provisions of the Consolidated Mortgage of The Milwaukee Electric Railway and Light Company, dated February 1, 1896.

Central Trust Company of New York,

By .....

Vice-President."

No payments, by way of interest or otherwise, on any of said First Mortgage Bonds so held in trust, shall be made or demanded, unless default be made in the payment of interest or principal of any of said First Mortgage Bonds unsurrendered and outstanding, and foreclosure or other proceedings be taken, on motion of the holders of said bonds, to enforce a remedy under said First Mortgages, or either of them, in which event the Trustee shall demand and enforce payment of all sums due, whether for interest or as principal, on any of said First Mortgage Bonds (secured by the First Mortgage so sought to be enforced) then held by it in trust hereunder, and as holder of such bonds it shall take such action as shall be necessary to avail of the security created for said bonds by said First Mortgages or Mortgage; and the exchange of said bonds shall not affect or impair any of the rights or remedies which would have attached thereto had they not been so exchanged, and in all respects they shall stand and be enforceable upon perfect pro rata equality with all other like bonds not so exchanged.

Whenever all of either issue of the said First Mortgage

Bonds shall have been surrendered to the Trustee in exchange as aforesaid (except such as shall have been lost or destroyed, and for which satisfactory evidence of such loss or destruction, together with a proper bond of indemnity, shall have been given to it), the Trustee shall thereupon cancel all such First Mortgage Bonds of said issue, and deliver the same, so cancelled, to the Company, and shall cause the said First Mortgage securing the same to be cancelled and satisfied of record.

The Company may at any time execute and deliver to the Trustee any or all of the remaining one thousand bonds authorized to be issued hereunder, with all unmatured and unpaid coupons thereto belonging.

The Trustee shall thereupon certify all such bonds, and shall deliver the same, with all such coupons, to the Company, to the number called for, from time to time, by resolutions of the Board of Directors of the Company, stating the number of bonds to be delivered and for which of the purposes hereinafter specified they are intended to be used. A copy of any such resolution, certified by the Secretary of the Company, under its corporate seal, as having been duly adopted as hereinafter provided, shall be conclusive authority and direction to the Trustee to deliver to the Company the bonds so called for. The Company agrees that it will use the said one thousand bonds or the proceeds thereof only for the purposes hereinafter in this article set forth, that is to say: not exceeding two hundred and fifty thereof may be sold or otherwise disposed of or used for the purpose of paying or discharging or providing the means of paying or discharging the obligations assumed by the Company upon the acquisition of the property of said The Milwaukee Street Railway Company, in accordance with the terms of purchase, and to fully consummate the same. So many of the said two hundred and fifty bonds as shall not be applied to the purposes aforesaid, and the remaining seven hundred and fifty bonds, may be sold or otherwise disposed of, from time to time, in the discretion of the Board of Directors, for the acquisition of additional street railway or electric light and power properties or of the capital stocks or other securities of corporations owning the same, or for increasing, extending and developing the railways and railway and light and power plants of the Company, or for permanent betterments and improvements, or for the purchase of new and additional machinery, appliances and equipment, or for the purpose of issuing

the treasury of the Company for any moneys expended for any such purposes out of the earnings of the Company; provided, however, that such bonds shall not be called for or delivered, except in pursuance of resolutions of the Board of Directors of the Company, adopted by the affirmative vote of not less than two-thirds of all the members thereof. _____

The Trustee shall cancel all coupons for interest on all of the bonds so retained by it, which shall mature while such bonds are in its possession, and shall deliver all such coupons to the Company, so canceled, as the same mature. _____

Article Third.- The title to the bonds issued hereunder, and all the rights and benefits arising therefrom, shall pass by delivery, or, at the option of the owner, by registration and transfer as hereinafter provided, as to the payment of the principal thereof, but not of the interest thereon. _____

Any of the said bonds may be registered on books to be provided for that purpose, at the Registry of the Company in the City of New York, on application by the owner thereof, in person or by attorney, and presentation of such bonds at the said place for such purpose, without charge to the bondholder therefor. _____

After such registration as to the payment of the principal, such principal shall be payable only to the registered owner of such bonds, unless or until such bonds are transferred on said books to bearer; but such registration as to the payment of the principal shall not restrain the negotiability of the coupons by delivery. _____

After such registration as to the payment of the principal, such bonds shall be transferable only in writing upon said books by the registered owner or his attorney, either to a registered owner or to bearer; and such registration and transfer shall be noted by endorsement in writing upon such bonds by the duly appointed Registrar or Transfer Agent of the Company; and such bonds shall continue subject to successive registrations and transfers to bearer, at the option of the owner. _____

And the Company agrees that so long as any of the bonds hereby secured are outstanding, it will maintain an office, agency or place of registry for purposes of registration of bonds, as aforesaid, in the City of New York; and that the books of registration so to be provided by it shall at all reasonable

times be open to the inspection of the Trustee. _____

Article Fourth.- In case default shall be made in the payment of any instalment of interest on any of the bonds issued hereunder, and shall continue for the period of six months after payment of such interest shall have been duly demanded in writing, then and thereupon the principal of all the bonds secured by this Mortgage shall, at the election of the Trustee, become immediately due and payable. Provided that a majority in interest of the holders of all said bonds issued hereunder and then outstanding, may, in writing or by a vote of such majority at a meeting duly held as herein provided, at any time after such default, declare or instruct the Trustee in such case to declare that upon the expiration of said period after such default and demand, the said principal shall become immediately due and payable as aforesaid, and the same shall thereupon become immediately due and payable; or such majority may, in like manner, at any time after such default, waive or instruct the Trustee to waive the right so to declare, or may direct the Trustee to refrain from making such election and declaration, on such terms and conditions as such majority may deem proper, and may annul or reverse the previous election made or action taken by the Trustee in that behalf, whereupon said principal sum shall immediately cease to be due and payable; Provided, Always, and it is hereby declared that no such action of the Trustee or bondholders shall extend to or be taken to affect any default in the payment of subsequent instalments of interest on any of said bonds, or to impair the rights resulting from such subsequent default. _____

Article Fifth.- In case default shall be made in the payment of any interest on any of the bonds issued hereunder, and shall continue for the period of six months after payment of such interest shall have been duly demanded in writing, or in case default shall be made in the payment of the principal of any of said bonds, then and in any and every such event, upon a requisition in writing, signed by the holders of not less than one-third in amount of the said bonds then outstanding, and upon adequate indemnity against all costs, expenses and liabilities to be by the Trustee incurred, it shall be lawful for, and it shall be the duty of the Trustee personally or by its attorneys or agents to enter into and upon all and singular the said property, rights and franchises then covered by this Mortgage, and each and

every part thereof, and to exclude the Company and its agents (who shall forthwith surrender the same to the Trustee), wholly therefrom, and to have, hold, manage, operate, control and use the same, either personally or by its superintendents, managers, receivers, agents, servants or attorneys, and conduct the business thereof and exercise the franchises pertaining thereto; to make, from time to time, at the expense of the trust estate, all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to it to be necessary or judicious; and to collect and receive all income, rents, issues and profits of the same and of every part thereof; and after deducting the expenses of operating said property and conducting the business thereof, and all repairs, replacements, alterations, additions and improvements as aforesaid, and all payments which may be made for taxes or assessments, if any, prior to the lien of this Mortgage upon the said property, or any part thereof, as well as a just and reasonable compensation for its own services and for the services of all agents, clerks, servants or other employees by it properly engaged or employed, to apply the moneys arising as aforesaid to the payment of the interest in arrear, or which shall fall due on the outstanding bonds secured hereby in the order in which such interest shall have become due and payable, ratably to the persons entitled to such interest, and after paying all such interest which shall have become due and payable, to apply the said moneys to the satisfaction of the principal of the aforesaid bonds which may be at that time due and unpaid, if the principal shall have become due and payable as herein provided, ratably, without discrimination or preference; provided, that if after such entry, the arrears of interest shall be fully discharged out of the net income of such property, and if such principal shall not have become so due and payable, then the Trustee shall restore said property to the Company, to possess, manage, operate and enjoy the same, in like manner as before such entry, but without prejudice to the right of the Trustee to enter, as herein provided, for any subsequent default.

Article Sixth.- In case default shall be made in the payment of any interest on any of the bonds issued hereunder or under either of the said two prior Mortgages, and shall continue for the period of six months after payment of such interest shall have been duly demanded in writing or in case default shall be made in the payment of the principal of any of said bonds when the same shall become or be declared due and payable as in this Mortgage or in either

of the said two prior Mortgages provided, or in case default shall be made in the performance of any covenant, agreement or stipulation herein contained on the part of the Company to be kept or performed, then and either and any and every such case, it shall be lawful for the Trustee, and upon a requisition in writing, signed by the holders of not less than one-third in amount of the said bonds then outstanding, and adequate indemnity against all costs expenses and liabilities to be by it incurred, it shall be the duty of the Trustee to proceed to enforce the rights and liens of the bondholders under this mortgage either by foreclosure or by any other appropriate proceeding in any proper court, by way of remedy, as the Trustee, being advised by counsel learned in the laws, shall deem most effectual to enforce such rights, or as such requisition may specify; subject to the power, hereby declared, of a majority in interest of the holders of the bonds secured hereby then outstanding, in writing, or by a vote of such majority at a meeting duly held as herein provided, to instruct the Trustee to waive any such default. 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 effect, any subsequent default, or impair the rights of the Trustee or of the bondholders resulting from such subsequent default. It being understood, and it is hereby expressly declared, that the rights of entry and sale hereunder 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, according to the true intent and meaning hereof. The right to take proceedings for the foreclosure of this mortgage is vested exclusively in the Trustee, provided that the Trustee shall take such proceedings within a reasonable time after the making of such requisition and offer of such indemnity as aforesaid.

Article Seventh.- In case default shall be made in the payment of any interest on any of the bonds issued hereunder, or under either of the said two prior Mortgages, and shall continue for the period of six months after payment of such interest shall have been duly demanded in writing, or in case default shall be made in the payment of the principal of any of said bonds when the same shall become or be declared due and payable as in this Mortgage or in either of the said two prior

Mortgage provided, then and in either and any and every such case, upon requisition and indemnification as hereinbefore provided, it shall be lawful for the Trustee, after entry as aforesaid or other entry or without entry, personally or by its attorneys or agents, to sell and dispose of all and singular the said mortgaged property and franchises, and all the estate, right, title and interest of the company therein or thereto, to the highest and best bidder or bidders, at public auction, in the City of New York and at such time as it shall appoint, having first given public notice of the time and place of such sale, by advertisement, published at least thirty consecutive days before the date of sale, in one or more newspapers of general circulation, published in the City of New York and the City of Milwaukee, Wisconsin, with the right to adjourn the said sale or sales from time to time in the discretion of the Trustee, giving such notice of such adjournments as it may deem reasonable, and if so adjourning, to make the said sale at the time to which the same may be so adjourned, and, on receiving full payment therefor, to make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law for the property in fee simple; which sale, made as aforesaid, shall be a perpetual bar, both at law and in equity, against the Company and all other persons lawfully claiming or to claim the said mortgaged property and franchises so sold, or any part thereof, or any interest therein, by, from, through or under it. And after deducting from the proceeds of such sale just allowances for all expenses of the said sale, including attorneys and counsel's fees and all other proper expenses, advances or liabilities which may have been made or incurred by the Trustee in operating said property, or in maintaining the same, or in managing the business of the Company while in possession, and all payments which may have been made by it for taxes and assessments, as well as compensation for its own services, it shall be lawful for the Trustee, and it shall be its duty, to apply the residue of said proceeds to the payment of the interest and principal of said bonds secured hereby, ratably, to the aggregate amount of such unpaid principal and accrued and unpaid interest; and after satisfaction of all such bonds, and the interest thereon, to pay over such surplus of the proceeds as shall remain, to the company or to such parties as may then be entitled to receive the same.

Article Eighth.- It is hereby provided, declared and agreed that in case any foreclosure or other sale shall be made of the said property and franchises in execution of the provisions of this Mortgage, the purchaser or purchasers at such sale shall be entitled, in making payment of the purchase price, to turn in and use any of the bonds and any of the coupons secured by this Mortgage then matured and unpaid, towards the payment of said purchase price, reckoning said bonds and coupons for that purpose at a sum equal to, and not exceeding, that which would be payable, out of the net proceeds of said sale, to the holder or holders of such bonds and coupons so turned in, as his or their just share thereof, upon a due accounting concerning such net proceeds and a due apportionment and distribution thereof, and after allowing for the proportion of payments which may be required by the Court having jurisdiction of the foreclosure to be paid in cash for the expenses of the trust and of the sale or other purposes; but if the amount which would be so payable, out of such net proceeds, upon such an accounting, apportionment and distribution, to the holder or holders of such bonds and coupons so turned in, be less than the amount for which the Company may be liable on such bonds and coupons, then the receipt endorsed thereon, under the supervision of such Court, by the holder of such bonds and coupons, for the amount to be so allowed or credited thereon, shall be sufficient as to such payment.

Article Ninth.- The Company, for itself, its successors and assigns, hereby irrevocably waives all benefit and advantages of any and all valuation, stay, appraisement, redemption and extension laws now existing, or which may hereafter be passed, which, but for this waiver, might be availed of to prevent or postpone the foreclosure or absolute sale of the mortgaged property and franchises.

Article Tenth.- So long as there is no default in the payment of any interest or of the principal of any of the bonds secured by this Mortgage, or in any of its agreements herein set forth, the Company shall have the right in its discretion to sell or otherwise dispose of, free from the lien of this Mortgage, any horses, mules, harness, cars or other equipments, furniture, rails, boilers, dynamos, machinery, fixtures, apparatus, tools and implements which shall have become old, worn out or unfit for use or shall not be required in the operation of the mortgaged property; and shall also have the right to sell or otherwise dispose of, free from the lien of this Mortgage any of the mortgaged property, real or personal, which the Board of Directors of the Company, with the concurrence of the Trustee

Mortgagor provided, then and in either and any and every such case, upon requisition and indemnification as hereinbefore provided, it shall be lawful for the Trustee, after entry as aforesaid or other entry or without entry, personally or by its attorneys or agents, to sell and dispose of all and singular the said mortgaged property and franchises, and all the estate, right, title and interest of the company therein or thereto, to the highest and best bidder or bidders, at public auction, in the City of New York and at such time as it shall appoint, having first given public notice of the time and place of such sale, by advertisement, published at least thirty consecutive days before the date of sale, in one or more newspapers of general circulation, published in the City of New York and the City of Milwaukee, Wisconsin, with the right to adjourn the said sale or sales from time to time in the discretion of the Trustee, giving such notice of such adjournments as it may deem reasonable, and if so adjourning, to make the said sale at the time to which the same may be so adjourned, and, on receiving full payment therefor, to make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law for the property in fee simple; which sale, made as aforesaid, shall be a perpetual bar, both at law and in equity, against the company and all other persons lawfully claiming or to claim the said mortgaged property and franchises so sold, or any part thereof, or any interest therein, by, from, through or under it. And after deducting from the proceeds of such sale just allowances for all expenses of the said sale, including attorneys and counsel's fees and all other proper expenses, advances or liabilities which may have been made or incurred by the Trustee in operating said property, or in maintaining the same, or in managing the business of the company while in possession, and all payments which may have been made by it for taxes and assessments, as well as compensation for its own services, it shall be lawful for the Trustee, and it shall be its duty, to apply the residue of said proceeds to the payment of the interest and principal of said bonds secured hereby, ratably, to the aggregate amount of such unpaid principal and accrued and unpaid interest; and after satisfaction of all such bonds, with the interest thereon, to pay over such surplus of the proceeds as shall remain, to the company or to such parties as may then be entitled to receive the same.

Article Eighth.- It is hereby provided, declared and agreed that in case any foreclosure or other sale shall be

made of the said property and franchises in execution of the provisions of this Mortgage, the purchaser or purchasers at such sale shall be entitled, in making payment of the purchase price, to turn in and use any of the bonds and any of the coupons secured by this Mortgage then matured and unpaid, towards the payment of said purchase price, reckoning said bonds and coupons for that purpose at a sum equal to, and not exceeding, that which would be payable, out of the net proceeds of said sale, to the holder or holders of such bonds and coupons so turned in, as his or their just share thereof, upon a due accounting concerning such net proceeds and a due apportionment and distribution thereof, and after allowing for the proportion of payments which may be required by the Court having jurisdiction of the foreclosure to be paid in cash for the expenses of the trust and of the sale or other purposes; but if the amount which would be so payable, out of such net proceeds, upon such an accounting, apportionment and distribution, to the holder or holders of such bonds and coupons so turned in, be less than the amount for which the company may be liable on such bonds and coupons, then the receipt endorsed thereon, under the supervision of such Court, by the holder of such bonds and coupons, for the amount to be so allowed or credited thereon, shall be sufficient as to such payment.

Article Ninth.- The company, for itself, its successors and assigns, hereby irrevocably waives all benefit and advantages of any and all valuation, stay, appraisement, redemption and extension laws now existing, or which may hereafter be passed, which, but for this waiver, might be availed of to prevent or postpone the foreclosure or absolute sale of the mortgaged property and franchises.

Article Tenth.- So long as there is no default in the payment of any interest or of the principal of any of the bonds secured by this Mortgage, or in any of its agreements herein set forth, the company shall have the right in its discretion to sell or otherwise dispose of, free from the lien of this Mortgage, any horses, mules, harness, cars or other equipment, furniture, rails, boilers, dynamos, machinery, fixtures, apparatus, tools and implements which shall have become old, worn out or unfit for use or shall not be required in the operation of the mortgaged property; and shall also have the right to sell or otherwise dispose of, free from the lien of this Mortgage any of the mortgaged property, real or personal, which the Board of Directors of the company, with the concurrence of the Trustee

shall deem it to be for the best interests of the Company and of the mortgaged property so to sell or otherwise dispose of; Provided, However, that before any such sale or other disposition shall be effected, the resolution of the Board of Directors authorizing the same, duly certified by the Secretary of the Company under its corporate seal, together with a certificate in writing, signed by the President of the Company, setting forth the reasons for making the same, shall have been submitted to the Trustee, and the Trustee shall have consented in writing to the making of such sale or other disposition of such property; and Provided, further, that the Company shall, under the direction of the Trustee apply the proceeds of any such sale or other disposition of such property to the replacement of the property so sold or disposed of, or otherwise for the benefit of the mortgaged property. Any property substituted for or acquired with the proceeds of sale of any property owned by this Mortgage, shall forthwith be subject to the lien of this Mortgage, and shall be conveyed by the Company to the Trustee, to be held upon the trusts hereby created.

Article Eleven. - The Company and the Trustee severally agree, upon reasonable request, to execute such further instruments and to do such further acts as may be necessary or proper to carry out more effectually the purposes of this mortgage; and the Company agrees to execute, acknowledge and deliver to the Trustee, from time to time, all such deeds, conveyances and instruments as may be necessary or proper to place under the lien of this Mortgage all additional properties, improvements, grants, rights, privileges, franchises, immunities and exemptions, which the company shall hereafter acquire.

Article Twelfth. - The Company covenants that the property above described is, at the time of the execution and delivery of this mortgage, free from all former and other grants titles, charges, estates, judgments, liens and encumbrances of whatever nature, except a certain First Mortgage made on the first day of December, 1888, by the Milwaukee Lisity Railroad Company to the Central Trust Company of New York, as Trustee, and covering the property therein described and a certain First Mortgage made on the twentieth day of June, 1889, by the Rusk Side Railroad Company to The Farmers Loan and Trust Company, as Trustee, and covering the property therein described.

Article Thirteenth. Meetings of the holders of bonds issued hereunder may be held upon the call of the Trustee or of the

holders of one-fifth in amount of said bonds then outstanding. Such meetings shall be held in the city of New York, and notice of the time and place, with a general statement of the purpose of the meeting, shall be given by publishing the same once a week for at least the two successive weeks immediately preceding the meeting, in two newspapers published in said city, and of good circulation in the business community thereof. Any such meeting may be continued or adjourned from time to time and holders of said bonds may attend and vote thereat in person or by proxy, each of said bonds entitling the holder or registered owner thereof to one vote. Provided, that a majority in interest of the then outstanding bonds, in person or by proxy, shall be required to constitute a quorum at any such meeting, except that less than a quorum may adjourn from time to time; and Provided further, that any vote of such meeting affecting or intended to affect any person or corporation, including the parties hereto or their successors, may, by such person or corporation to be affected, be required to be authenticated under the hands of the persons so voting.

Any bondholder present at any such meeting may require the ownership of bonds by the persons claiming to be such owners, to be evidenced by the production of the bonds; and whenever under any of the provisions of this Mortgage, effect is to be given to the election, act, appointment or assent of a majority, or any specified amount or proportion of the bonds secured hereby, any person whose interests are to be affected by such action, may require that the ownership of said bonds at the time of such action by the person claiming to be such owner, shall be vouched for by the affidavit of such person or his duly authorized agent or attorney having possession of the bonds, stating such ownership of the bonds at the time of such action, and giving their numbers and amounts, which affidavit shall be received as prima facie evidence of the fact, but subject to question of its verity in any legal proceeding or controversy.

Any requisitions, requests, proxies, powers of attorney, or other instruments signed by bondholders, pursuant to any provision of this Mortgage, may be in any number of parts, and shall be acknowledged before an officer authorized to take acknowledgement of deeds at the place of execution.

Article Fourteenth. The word "Trustee", as used in this Mortgage, shall be construed to mean the Trustee, party

of the second part, or its successors or assigns; and such successors or assigns shall be vested with and shall be entitled to exercise all the rights, powers, property, estate and trusts hereby granted to or conferred upon the party of the second part hereto.

The Trustee shall not be liable for any error or mistake made by it in good faith, but only for gross negligence or wilful negligence or wilful default in the discharge of its duties as Trustee; and it shall be entitled to reasonable compensation for all services by it rendered in the execution of the powers and duties herein provided for, and to reimbursement for its reasonable expenses incurred in the execution of the said trusts.

The Trustee shall be under no obligation to institute any suit or other proceeding, until indemnified to its satisfaction for so doing; but it may nevertheless do so without indemnity if it shall elect so to do, and in such case it shall be compensated therefor from the trust fund.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing any thing as such Trustee, the certificate of the Company, under its corporate seal, attested by the signature of its President, and the affidavit of one or more Directors, shall be conclusive evidence of such fact to protect the Trustee in any action that it may take by reason of the supposed existence of such fact.

Article Fifteenth.- The Trustee may resign and be discharged of the trusts hereby created, by notice in writing to the Company, one month before such resignation shall take effect, or such shorter time as the Company shall accept as adequate notice.

The Trustee may be removed by a majority in interest of the holders of all said bonds hereby secured and then outstanding, by instrument or instruments in writing, under their hands and seals, or by a vote of a meeting duly called and held as herein provided.

In case of the resignation or removal of the Trustee, a successor shall be appointed by the majority in interest of the holders of all said bonds hereby secured and then outstanding, by instrument or instruments in writing, under their hands and seals, or by a vote of a meeting as aforesaid; and until an appointment be so made, the President of the Company, with the written approval and consent of the holders of outstanding bonds hereby secured, to the aggregate amount of one hundred thousand dollars, may appoint a Trustee to fill such vacancy for the time being; and in such case, and also in case of an appointment by a majority in interest of the bondholders as aforesaid, the new Trustee or successor so appointed shall thereupon become and be vested with all the powers, authorities, estates, rights, titles and interests granted or conveyed to, or confided upon, the said party of the second part by this Mortgage, and all the rights, powers, authorities and interests requisite to enable such new Trustee or successor to execute, perform and fulfill the powers, duties and purposes of this trust, by force of this Mortgage, without any further assurance or conveyance, so far as such effect may be lawful; nevertheless, the Trustee resigning or being removed shall immediately execute all such conveyances or assurances and other instruments as may be fit and expedient for the purpose of assuring the legal estate in the mortgaged property and franchises to the new Trustee or successor so appointed.

In case of a vacancy being temporarily filled by appointment by the President of the Company, under the foregoing provision in that behalf, it shall be competent for any court of equitable powers, having jurisdiction in the premises, upon the application of any of the bondholders, upon due notice to the Company, and for cause to be shown, to annul such appointment and appoint a Trustee in place of the Trustee so appointed, to hold the trust for the like term as such Trustee would hold the same under the President's appointment, but no longer.

Article Sixteenth.- If the Company shall well and truly pay the principal sums of money herein required to be by it paid, and all interest thereon, at the time and in the manner herein specified, and shall well and truly keep, perform and observe all the agreements and things herein agreed and required to be kept, performed and observed by it, according to the true intent and meaning of this Mortgage, then the estate, right, title and interest of the Trustee in and to the property, rights, privileges and franchises covered by this Mortgage, shall cease and determine, and this Mortgage shall become void, and the said property, rights, privileges and franchises shall revert to the Company, its

successors or assigns, without any conveyance of, or on the part of, the Trustee; but, nevertheless, upon the happening of said events, the Company, its successors or assigns, may require, and the Trustee shall be obliged to make a reconveyance of said property, rights, privileges and franchises as evidence of such reinvestment of the title to the same in the Company, its successors and assigns, and to execute, acknowledge and deliver any instrument which may be necessary or proper to secure the cancellation of this Mortgage and the discharge thereof from record; but otherwise the same shall be and remain in full force and virtue. ———

Article Seventeenth. It is agreed between the Company, the stockholders thereof, and the Trustee, on behalf of themselves and on behalf of those who may become holders of the bonds secured hereby, that no recourse shall directly or indirectly be had to any present or future stockholder, subscriber to stock, director or officer of the Company, under or by virtue of any present or future law, for the payment of any principal or interest of any of the said bonds, and that all of the said bonds are subject to the condition that whoever becomes the holder of any of the said bonds, assumes, by the acquisition thereof, all such recourse. ———

Article Eighteenth. And the Trustee hereby accepts the trusts created by this Mortgage, and agrees that it will exercise the powers and duties herein set forth to the best of its ability, at the times, in the manner, and upon the contingencies and conditions herein mentioned: Provided, However, that nothing herein recited shall be construed to prevent it from resigning and discharging itself from the trusts aforesaid.

In Witness Whereof, the said parties hereto have caused this instrument to be signed by their respective Presidents or Vice-Presidents, and countersigned by their respective Secretaries or Assistant Secretaries, and have caused their respective corporate seals to be hereto affixed, in duplicate, as of the day and year first herein written. ———

The Milwaukee Electric Railway and Light Company.

By . . . . . Wm. Nelson Cromwell.
President.

Countersigned
Charles A. Spofford
Secretary

Corporate Seal The Milwaukee Electric Railway & Light Co. Jan. 29. 1906

Executed by The Milwaukee Electric Railway and Light Company, in presence of Witnesses } Clarke M. Rosecrantz
John J. Feeney.

Central Trust Company of New York.
By . . . . . V. Sherman
Vice President.

Central Trust Company of New York

Countersigned
B. B. Mitchell
Asst. Secretary.

Executed by the Central Trust Company of New York.
in presence of Witnesses: } J. B. Landt
Chas. Feeley Jr.

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

On this thirteenth day of March, 1906, before me appeared Wm. Nelson Cromwell and Charles A. Spofford, to me personally known who being by me severally duly sworn, did say, that Wm Nelson Cromwell is the President and Charles A. Spofford is the Secretary of the Milwaukee Electric Railway and Light Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Wm Nelson Cromwell and Charles A. Spofford severally acknowledged said instrument to be the free act and deed of said corporation. ———

Clarke M. Rosecrantz.
Notary Public No. 24.
N. Y. City and County.

Clarke M. Rosecrantz Notary Public City & County of New York

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

I, Henry D. Purroy, 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 Clarke M. Rosecrantz 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 or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the 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.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County the 14th day of March 1896.

Henry D. Parroy.
Clerk.

Clerk's Commission to Superintendent of State. Received this 17th day of March 1896. Recorded in Lib. 10 of Notarial Bonds on page 101-2-3-4-5-6 inc.

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

On this fourteenth day of March, 1896, before me appeared B. Sherman and B. G. Mitchell, to me personally known, who being by me severally duly sworn, did say, that B. Sherman is the Vice-President and B. G. Mitchell is the Assistant Secretary of the Central Trust Company of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said B. Sherman and B. G. Mitchell severally acknowledged said instrument to be the free act and deed of said corporation.

Frank B. Sandt
Notary Public
N. Y. City and County.

Frank B. Sandt Notary Public New York Co.

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

I, Henry D. Parroy, 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 Frank B. Sandt 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 or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the 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.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 14th day of March 1896.

Henry D. Parroy. — Clerk.

Ack. & Clerk's C. to Agt. recorded in Lib. 10 of R. R. Bonds & Mtgs. pages 106 & 107. Return Mr. Corning. Asst. Secretary's Office.

Indexed R.R. Contracts

Agreement Between
Haskell and Barker Car Company
— and —
The Calumet and Blue Island Railway.

This Agreement made and entered into this 1st day of April, 1896, by and between the Haskell and Barker Car Company of Michigan City, Indiana, a corporation of the State of Indiana, party of the first part, and The Calumet and Blue Island Railway Company, party of the second part, a corporation of the State of Illinois,

Witnesseth:

First: The said party of the first part in consideration of the covenants and agreements of the said party of the second part, hereinafter contained, agrees to sell to the said party of the second part Three hundred (300) standard box cars, said cars to be built in conformity with the specifications agreed upon between said parties, and are to be delivered on the tracks of the L. S. and M. Ry. Co. at Michigan City, Indiana, on or before June 1st 1896, subject, however, to delays caused by strikes, fires or other contingencies beyond the control of the said party of the first part.

Second: It is understood and agreed by and between the said parties that the said cars are to remain the property of the said party of the first part until the said party of the second part shall have fully complied with its agreements hereinafter contained, and the said cars shall have been paid for in full by the said party of the second part.

Third: It is understood and agreed that the said 300 box cars are to be marked in paint on both sides thereof "Chicago, Lake Shore and Eastern Ry." and numbered consecutively from 5,700 to 5,999, both numbers inclusive. There is also to be placed on each side of all of the said cars an iron plate, said plate to be marked "Haskell and Barker Car Company Owner" and the said party of the second part agrees that the said owner plates shall be kept in such positions until the terms of this agreement shall have been fully complied with.

Fourth: It is understood by and between the said parties that the value of each and every of the said 300 box cars so to be delivered shall be Four hundred and fifty-three ($453.00) dollars, making the total agreed value of the said 300 box cars One hundred and fifty-five thousand, Nine hundred ($135,900.00) Dollars.

Fifth: The said party of the second part hereby agrees upon the delivery of the said three hundred box cars, to

execute and deliver to the said party of the first part, its principal notes for the aforesaid agreed value, in the manner following, to-wit: Thirty (30) notes for the sum of Three Thousand Five Hundred and Thirty ($3,530.00) Dollars each, said principal notes to be dated on the average date of the delivery of the said 300 cars, and to become due and payable, as follows: One (1) of the said principal notes to become due and payable one (1) month after date, and one (1) of the remaining twenty-nine (29) notes to become due and payable each successive month thereafter.

Sixth: The said party of the second part further agrees to pay to the said party of the first part interest upon each and every of the said thirty (30) principal notes hereinbefore mentioned at the rate of five (5) per centum per annum, payable semi-annually, which interest shall be represented by five (5) interest notes which are to be dated on the average date of the delivery of the said cars, one (1) of which interest notes shall become due and payable six (6) months after date, and one (1) of the remaining four (4) to become due and payable every successive sixth (6th) month thereafter. All of the said principal and interest notes are to be made payable at the office of the said party of the second part in Chicago, Illinois.

Seventh: The said party of the second part hereby agrees to execute and deliver to the said party of the first part all of the notes hereinbefore mentioned promptly on the completion and delivery of the said cars.

Eighth: The said party of the second part hereby agrees to pay all of the said notes above mentioned as they shall become due, but shall have the option to anticipate the payment of any or all of the said notes with a rebate of the unearned interest at the rate of five (5) per centum per annum.

Ninth: The said party of the second part further agrees to pay all taxes that may be assessed upon the said cars.

Tenth: It is expressly understood and agreed by and between the said parties that the said cars are and shall remain the property of the said party of the first part until all of the notes hereinbefore specified shall have been fully paid, together with any interest that may accrue thereon, and that if default shall be made by the said party of the second part in the payment of any of the notes so to be given by it as aforesaid, or in the performance of any of its agreements herein contained, the said party of the first part shall have the right to reclaim and take possession of the

said cars, or any one or more of them, wherever the same may be, and recover them from the possession of the said party of the second part, or any person or corporation having the possession of the same, and sell or otherwise dispose of the same as it shall think proper.

Eleventh: If in the event of such default being made as aforesaid the said party of the first part should demand possession of the said cars, the said party of the second part agrees to deliver each and every of them to the said party of the first part in Michigan City, Indiana, free of all charges to the said party of the first part.

Twelfth: When all the notes required by the provisions of this agreement shall have been fully paid, the said cars shall become the property of the said party of the second part without further transfer or conveyance.

In Witness Whereof the parties hereto have caused this agreement to be executed by their respective authorized officers, and their corporate seals to be hereunto affixed the day and year first above written.

This instrument is executed in triplicate.

Haskell and Barker Car Company.
by. John M. Barker. President.

Attest:
H. P. Rogers. Secretary

W. L. Brimson. President
The Calumet and Blue Island Ry. Co.

Attest:
L. S. Keep. Secretary.

State of Indiana } ss.
Laporte County }

I, Charles Porter, a Notary Public in and for said State and County, do hereby certify that on this 1st day of April in the year one thousand eight hundred and ninety six personally appeared before me John M. Barker, the President of the Haskell and Barker Car Company, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as president, and who is also known to me to be president of the Haskell and Barker Car Company, and being by me duly sworn did depose and say that he resides in Michigan City, Indiana; that he is president of the Haskell and Barker Car Company; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal and was affixed by order of the

Board of Directors of said Company, and that he signed his name thereto by the like order as President, and acknowledged the foregoing agreement to be the free and voluntary act and deed of said Haskell and Barker Car Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my seal this 1st day of April, 1896.

Charles Porter
Notary Public

Charles Porter Notary Public Cook Co. Ill.

State of Illinois } ss.
Cook County }

I, Hugh H. Lyon, a Notary Public in and for said State and County, do hereby certify that on this 10th day of April in the year one thousand eight hundred and ninety-six, personally appeared before me W. B. Brinson, the President of the Calumet and Blue Island Railway Company, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as President, and who is also known to me to be President of the Calumet and Blue Island Railway Company, and being by me duly sworn did depose and say that he resides in Chicago, Ill. that he is President of the Calumet and Blue Island Railway Company; that he knows the corporate seal of said company; that the seal affixed to the foregoing agreement is such corporate seal and was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as President, and acknowledged the foregoing agreement to be the free and voluntary act and deed of said The Calumet and Blue Island Railway Company for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my seal this 10th day of April, 1896.

Hugh H. Lyon
Notary Public

Hugh H. Lyon Notary Public Cook Co. Ill.

United States of America } ss. Office of Secretary.
State of Illinois

I, William H. Hinrichsen, Secretary of State of the State of Illinois, do hereby certify that the foregoing Lease and Agreement for the Conditional Sale of Railroad Rolling Stock and Equipment of the Haskell and Barker Car Company, party of the first part, and The Calumet and Blue Island Railway Company, of second part, were filed for record in the office of the Secretary of State of the State of Illinois, on the 16th day of April A. D. 1896, at 9 o'clock A. M. and duly recorded in Book No. 16 of Railroad Records, at page seventy three thereof.

In Witness Whereof, I have hereto set my hand and affix the Great Seal of State at the city of Springfield, this 21st day of April A.D. 1896

W. H. Hinrichsen
Secretary of State.

State of Illinois Great Seal

State of Wisconsin } ss.
Department of State

Received this 23rd day of April A. D. 1896, at 9 A. M.
and recorded in Vol. 10 of R. R. Mtgs. and Trust Deeds on pages 434 - 441 inc.

John M. Ewing
Assistant Secretary of State.

Indexed

Agreement between Missouri Car and Foundry Company and the Wisconsin and Michigan Railway Company.

This Agreement, Made at the City of St. Louis, Missouri, this third day of April 1896, between the Missouri Car and Foundry Company, a corporation organized under the laws of Missouri, having its office at the City of St. Louis, in said State, hereinafter called the lessor, and the Wisconsin and Michigan Railway Company, a corporation organized under the laws of the State of Wisconsin, and having its chief office and place of business at the City of Chicago, State of Illinois hereinafter called the lessee.

Witnesseth: That the said lessor agrees to lease to the said lessee and said lessee agrees to hire from said lessor, the following railroad equipment and rolling stock, to be built by said lessor, subject to inspection and approval by said lessee or its authorized agent, at its works in said City of St. Louis, to-wit: Two Hundred Box cars and Fifty Coal cars as per plans and specifications of lessee with any alterations that may be mutually agreed upon. Box cars Wisconsin and Michigan Railway Co. and numbered num numbers only from 1500 to 1899 inclusive and Coal cars to be lettered the same as Box and numbered from 2400 to 2449 inclusive.

The said Two Hundred and Fifty cars are to be delivered to said lessee at the works of said lessor in said City of St. Louis, Missouri on or before the fifteenth day of May next thereafter, subject to delays on account of accidents, labor strikes, fires, or any other causes beyond the control of said lessor; said renting and hiring to be in respect to each of said cars for the period of Sixty months from the average date of delivery of said cars, subject however, to the provisions and conditions hereinafter contained.

It is agreed that said lessee shall keep an inspector at the works of said lessor during the construction of said cars, to inspect the cars mentioned in this contract, and as completed said inspector shall sign a certificate that the same have been so inspected and have been accepted by him, and said inspector's certificate shall be final and conclusive evidence that said cars are built in accordance with this contract.

The rentals of said cars to be paid by said lessee to said lessor shall be as follows, to-wit:

After a final delivery of all of said cars in accordance with the terms of this contract, the said lessee agrees to execute and deliver to said lessor its 20 lease warrants, each for the sum of

Forty-nine Hundred and Sixty-two 79/100 Dollars, and bearing date of the average delivery of all of said lots of cars, and payable one upon the corresponding day of each consecutive month thereafter, covering the whole of the rentals to be paid under this contract in excess of said cash payment; the total sum of said lease warrants being Ninety-nine Thousand Two Hundred and Fifty-four 90/100 Dollars.

Each of said lease warrants shall be drawn in the following form, to wit:

#49621 79/100 189

On the ___ day of _____, 189— the Wisconsin and Michigan Railway Company for value received promises to pay to its own order Forty-nine Hundred and Sixty-two and 79/100 Dollars for the rental of Two Hundred and Fifty cars, under contract of lease with the Missouri Car and Foundry Company, of even date herewith, payable at the Mercantile National Bank of the City of New York State of New York.

Wisconsin and Michigan Railway Co.

By _____

No. One. 189—

The possession of the rolling stock and equipment aforesaid, or any part thereof, by the lessee or its assigns, under this agreement, is not to be considered, claimed, or held to be evidence of ownership in said lessee; but, on the contrary, it is hereby expressly stipulated and agreed that the title to, and ownership in said property, is to remain in the lessor, its successors or assigns, until all of the payments herein provided for have been made.

In case default is made in any one or more of the payments herein provided to be made by said lessee, after the day on which the same falls due hereunder, the said lessee, its successors or assigns, hereby agree, upon demand therefor by said lessor, to deliver all or any of said cars so demanded by said lessor, to said lessor, at its (said lessee's) own expense, to such point or places as said lessor may direct, as the owner thereof, and the said lessor, its successors or assigns, shall have the right, at its option by its, agents, employes or attorneys, to take immediate and exclusive possession of, and remove any or all of its said cars which may have been delivered to said lessee under this agreement; and for that purpose may pursue the same, or any part thereof, wherever they may be found, and may for that purpose enter upon the road or premises of said lessee, said lessee agreeing to furnish to the lessor all facilities and assistance in the recovery of said cars which the said lessor may require; and shall have the right to sell the same at public or private sale, without notice to

said lessee, its successors or assigns, in one or more lots and at one or more places, and on such terms as the said lessor may deem advisable; and the said lessor shall have the right to become a purchaser of said cars at any such public or private sale, and the proceeds of such sale shall be applied as follows: _____

First. To the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars and all charges incident thereto. _____

Second. To pay any balance that may be due and owing upon said lease warrants, or any one of them it being agreed that in case default is made in the payment of any one of said lease warrants, all of said lease warrants shall become due and payable, whether due and payable on their face or not. _____

Third. If the proceeds of such sale or sales shall be more than sufficient to pay said lease warrants with interest, and also said costs and expenses, then the surplus shall be paid to said lessee, but if there should be any deficit, then said lessee shall be liable to pay said deficit on demand. _____

Lessee agrees to cover said cars while on Lake Michigan boat ferry transportation company's boats with blanket policy to at least seventy-five per cent of the value of said cars _____

The lessee further agrees to keep said cars in good order and repair, subject to the inspection and approval of the said lessor, and to pay all taxes becoming due thereon; and in the event of any of the said cars being destroyed, the lessee hereby agrees to replace the same without expense to the lessor, and any failure to so repair said cars, or to pay said taxes, or to replace cars destroyed, shall entitle said lessor to take immediate possession of all of said cars, and sell the same in the same manner as is hereinbefore provided in case of default in payment of any of said lease warrants

Iron plates shall be securely fastened to each side of the cars herein mentioned, by said lessor, with the name of the lessor thereon, followed by either the word "owner" or "lessor" as shall be required to conform to the requirements of law, and for the purpose of making the ownership publicly known; and said plates shall be maintained thereon by the lessee until all of the conditions of this contract have been fulfilled. _____

In case such plates shall be removed or destroyed, the lessee agrees to immediately restore or replace the same, and to do such other and further acts and things as the lessor shall deem necessary and requisite for the full and complete protection of the rights of said lessor as owner of said cars. _____

The lessee agrees not to place upon, or suffer to be placed upon said cars, or any of them, any marks, signs or words, which shall declare the title to or ownership of said cars, in any person, firm or corporation, other than the lessor herein. _____

It is mutually covenanted and agreed between the parties hereto, their successors and assigns, that although hereafter by written agreement, the provisions as to the rental to be paid under this agreement may be changed, and this agreement in other respects modified, yet no such change or modification shall or can be made as shall in any respect, or to any extent diminish the total sum due hereunder, from the lessee, as rental or otherwise, and no such modification or change shall or can be made as shall in any respect, or to any extent change or effect the title to or ownership of the rolling stock herein referred to, until the total sum due from the lessee hereunder, as rental or otherwise and also the total sum due as rental or otherwise under any agreement changing or modifying this agreement, shall have been fully paid, either by the lessee itself, or by its successors or assigns to the lessor, its successors or assigns. _____

It is further mutually agreed between the parties hereto, their successors and assigns, that in case hereafter this agreement or any of said lease warrants, shall be transferred or assigned by the lessor, and thereafter, for any reason, the lessee shall be unable to pay, or shall neglect to pay the whole or any part of any of the lease warrants hereinbefore referred to, and the lessor, its successors or assigns, shall take up, acquire or pay any of said lease warrants, or any part thereof, then and in that case the lease warrants so taken up, acquired or paid shall not be considered as having been paid by the said lessee and the said lessor, its successors or assigns who may have taken up acquired or paid the said lease warrants, or any part thereof, shall, as holders of the said lease warrants, have each and all of the rights thereunder, and and to the security of this agreement of lease pro rata with the total amount due thereunder, that the holders thereof, from whom the said warrants may have been taken up or acquired or to whom payment may have been made by the said lessor its successors or assigns, would have had. _____

The lessee agrees to pay all taxes, licenses and charges of any kind whatsoever that may be levied, assessed or become payable on said cars, and to reimburse the said lessor, its successors or assigns, for any expense that may be by it

incurred attending the execution, acknowledgment, filing or recording of this agreement, as required by law.

The said lessee covenants and agrees to perform the agreements and undertakings on its behalf contained herein, and to pay promptly each and every lease warrant to be given by it hereunder.

After the lessee shall have faithfully performed all the stipulations, terms and conditions of this agreement, and paid said lease warrants as they may mature, in the manner and form as herein provided, without default, then the lessor shall, upon the payment to it, its successors or assigns, by the said lessee, of the sum of one dollar ($1.00) sell, and by proper bill of sale convey said rolling stock and equipment to said lessee.

The said lessor, its successors or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be acquired under this agreement and said warrants, when so pledged or assigned, shall still be covered by all the provisions of this agreement: and also to assign or pledge this agreement, and all the rights, powers and remedies hereunder, from time to time, and on such terms and conditions as they may deem proper.

In case the lessor, its successors and assigns, shall at any time, assign the said railroad equipment, and this agreement of lease, then it shall be and become a contract between the assignee and the lessee and the assignees shall have and possess all the property, rights, powers and remedies which are now held under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignees and the lessee.

The said lessee further agrees to and with the said lessor that in case of any default on its part to comply with any of the terms of this agreement, that then, and in such case, all of the mileage earnings of the cars mentioned in this contract, which at the date of such default may be due to said lessee, or which shall thereafter become due to said lessee for mileage earnings of said cars, shall be and become payable to the lessor herein, or its successors or assigns, and shall be applied to the payment of installments of rent then due and payable, or thereafter becoming due and payable under the terms of this contract: and said lessee further agrees, that it will forthwith, upon such default being made, notify the proper parties to pay over such earnings to the said lessor, its successors or assigns, but such notice shall not be necessary to be given in order to enable the lessor

its successors or assigns, to collect or receive such earnings in case such default is made.

It is further agreed between the parties hereto that on delivery of cars as aforesaid the lessee will deliver to the lessor seventy two shares of the capital stock of Lake Michigan Car Ferry Transportation Company also twenty six, one thousand, five per cent gold bonds of the Wisconsin and Michigan Railway Company and two hundred and sixty shares of stock of the Wisconsin and Michigan Railway Company.

This agreement shall be binding upon the parties hereto, and their respective successors and assigns.

In Witness Whereof the Missouri Car and Foundry Company and the Wisconsin and Michigan Railway Company have caused these presents to be executed in triplicate by their respective duly authorized officers, and their corporate seals, duly attested, to be hereafter affixed

Missouri Car and Foundry Company
By W. H. Bixby
Vice President and Act. Pr.

Seal.

Attest: Melville Sawyer. Secretary.

Wisconsin and Michigan Ry. Co.
By L. M. Fisher
President.

Seal.

Attest: G. N. Smith. Secretary.

State of Illinois } ss.
County of Cook }

On this 17th. day of April. A. D. 1896, before me personally appeared L. M. Fisher, to me personally known, who, being by me duly sworn, did say that he is the President of the Wisconsin and Michigan Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation or Association, and that said instrument was signed and sealed in behalf of said corporation, by Authority of its Board of Directors; and said L. M. Fisher acknowledged said instrument to be the free act and deed of said corporation. And I do hereby further certify that L. M. Fisher, the President of the above named Wisconsin and Michigan Railway Company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, and to be such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said corporation and as his own free and voluntary

act as such President. for the uses and purposes therein set forth.

In Witness Whereof. I have hereunto set my hand and affixed my official seal, in the aforesaid County and State, this 17th. day of April. A. D. 1896. My commission as Notary Public expires on the 24th day of December 1899.

Will H. Tate
Notary Public

Notary Public

State of Wisconsin } ss.
Department of State }

Received this 29th day of April A. D. 1896. at 9. o'clock A. M. and recorded in Vol. 10 of R. R. Mtgs. and Trust Deeds on pages 442- 444.

John M. Ewing
Assistant Secretary of State

Indexed

Release of Mortgage
William Henry Russ, Trustee
to
Chicago and Northwestern Ry. Co.

Know All Men By These Presents. That. Whereas. William Henry Russ of New York is named as Trustee in a certain Mortgage made and executed by the Milwaukee. Lake Shore and Western Railway Company. a corporation of the States of Wisconsin and Michigan. bearing date April 1st. 1886. and recorded in the office of the Secretary of State of the State of Wisconsin April 22. 1886. in Volume 7 of Railroad Mortgages. pages 307 to 314 both inclusive: and in the office of the Register of Deeds for Outagamie County in the State of Michigan. May 4. 1886. in Liber 6. of Mortgages on pages 376 to 390 inclusive: which Mortgage was made to secure the payment of certain Bonds issued by said Milwaukee. Lake Shore and Western Railway Company to the aggregate amount of $250,000 dated April 1st. 1886. and to become due and payable on or before the first day of April A. D. 1896.

And Whereas all the covenants and agreements in said Mortgage contained have been fully kept and performed and the debt represented by said Bonds, and which said Mortgage was made to secure, has

been fully paid, and said Bonds to the aggregate amount of $250,000 have been cancelled.

And Whereas the Chicago and North Western Railway Company has become the successor to the said Milwaukee. Lake Shore and Western Railway Company. and is the owner of the property described in and conveyed by the aforesaid Mortgage by virtue of a Deed of Conveyance executed by said Milwaukee Lake Shore and Western Railway Company. bearing date August 19. 1893, and duly recorded.

Now. Therefore. I. William Henry Russ. Trustee in consideration of the premises, and of One Dollar. the receipt of which is hereby acknowledged. do by these Presents. release. remise and quit claim unto the Chicago and North Western Railway Company all the right. title and interest which I. the said William Henry Russ. Trustee have acquired under. through or by virtue of the aforesaid Mortgage in and to the Railroad and property and effects which are described as follows, to- wit:

The following described line of railroad in the County of Outagamie and State of Wisconsin. to- wit:

A branch road extending from a point in the main line formerly of the Milwaukee. Lake Shore and Western Railway Co. now of the Chicago and North Western Railway Co. in the Village of Bowler. in Section Twenty- four (24) of Township Forty- six (46) North of Range Two (2) East. and running there to a point in Section One (1) in Township Forty- five (45) North of Range One (1) East.

Also the following described line of railroad in the County of Outagamie and State of Michigan, to- wit: A branch road extending from a point in the main line formerly of the Milwaukee. Lake Shore and Western Railway Co. now of the Chicago and Northwestern Railway Co. in the Northwest quarter of Section Eighteen (18) of Township Forty- five (45) North of Range Thirty- eight (38) West. running there to a point in Section Eighteen (18) of Township Forty- six (46) North of Range Thirty- eight (38) West. and running there to the West branch of the Outagamie River. at a point in Section Twenty- two (22) of Township Forty- seven (47) North of Range Forty (40) West.

Together with all and singular the railways. side tracks. bridges. fences. fixtures. buildings. lands. tenements. appendages and appurtenances procured or acquired in any way for the purpose of said branch railroads. within the termi

thereof aforesaid, and all chartered rights, franchises and privileges and all estate, right, title and interest of every nature in or to the railroad or property of any kind described in said Mortgage, or acquired thereunder, and to every part or parcel thereof. ____ Given under my hand and seal this thirtieth day of April A. D. 1896. _____

Wm. Henry Reese. Trustee.

In presence of
C. O. Hank
Edwin F. Long Jr.

_____

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

Personally came before me this 30th. day of April, A. D. 1896. William Henry Reese to me known to be the identical person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as Trustee under the Mortgage therein described _____

In Witness Whereof I have hereunto set my hand and official seal.
Edwin F. Long Jr.
Commissioner for Wisconsin in New York.

Edwin F. Long Jr. Commissioner for Wisconsin in New York

_____

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

On the thirtieth day of April A. D. 1896, before me Edwin F. Long, Commissioner in the State of New York for the State of Michigan, personally came William Henry Reese to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, as Trustee under the Mortgage therein described. _____

In Witness Whereof I have hereunto set my hand and affixed my official seal _____
Edwin F. Long
Commissioner for Michigan in New York.

Edwin F. Long Jr. Commissioner for Michigan in New York

State of Wisconsin } ss.
Department of State }

Received this 7th day of May A. D. 1896 at 9 o'clock A.M. and recorded in Vol. 10 R.R. Mortgs and Trust Deeds on pages 448 to 450 inc. _____ John M. Erwin, Asst. Secy. of State.

State of Wisconsin
Department of State

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Satisfaction of Mortgage

of

Manitowoc and Western Railroad Company

to

Edwin M. Abbott, Trustee.

Know All Men By These Presents, that I, Edwin M. Abbott of Cambridge, Massachusetts, do hereby certify, acknowledge and declare that a certain mortgage executed to me as Trustee by the Manitowoc and Western Railroad Company as and for its first mortgage, so-called, the same being dated July first, A. D. 1895, and covering the completed railroad of said mortgagor company extending from Kellnert Junction in the county of Calumet to the western boundary line of the city of Manitowoc in the county of Manitowoc and State of Wisconsin, together with all the appurtenances thereof and all its other property, real, personal and mixed, more particularly therein described, and being recorded in the office of the Secretary of State for the State of Wisconsin on the 22nd day of July, A. D. 1895, in Volume ten (10) of railroad mortgages on pages 296 to 309, is paid and satisfied in full, and that the lien thereof is released and discharged, and that the indebtedness thereby secured is paid, discharged and cancelled; and said Secretary of State is hereby authorized to enter this satisfaction of record. ____ In Witness Whereof, I have hereunto set my hand and seal this 10th day of March A. D. 1896. _____

Edwin M. Abbott. [Seal]

In presence of
Phillip S. Abbott
George R. Brackett

_____

Commonwealth of Massachusetts } ss.
County of Suffolk }

On this 10th day of March A. D. 1896 before me personally came the above named Edwin M. Abbott, to me personally known and known to be the person who executed the above satisfaction of mortgage, and acknowledged that he executed the same as Trustee for the benefit of all holders of the indebtedness secured thereby, for the uses and purposes in said satisfaction expressed _____

Joseph M. Hellman
Commissioner of Deeds
for Wisconsin in
Massachusetts

Joseph M. Hellman Commissioner for Wisconsin in Massachusetts

Mortgage or Deed of Trust.

Wisconsin Northern Railway Company

to

The Farmers Loan and Trust Company, Trustee.

July 15, 1896.

This Indenture, made this fifteenth day of July, A. D. 1896, by and between the Wisconsin Northern Railway Company, a corporation existing under and by virtue of the laws of the State of Wisconsin, party of the first part, and The Farmers Loan and Trust Company, a corporation of the State of New York, in the city of New York, party of the second part. Witnesseth: —

Whereas, The party of the first part is now constructing a line of railroad in said state of Wisconsin, aggregating in length One Hundred and Fifteen miles, and for the purpose of completing the same has determined to issue its bonds secured upon the said One Hundred and Fifteen miles of railroad at the rate of Fifteen Thousand Dollars per mile, amounting, in the aggregate, to the sum of One Million Seven Hundred and Twenty-five Thousand Dollars; all of which bonds are to bear date on the fifteenth day of July, A. D. 1896, and to be payable on the fifteenth day of July, A. D. 1931, both principal and interest to be payable in lawful money of the United States, at the office or agency of said Railway Company, in the city of New York; said bonds to bear interest at the rate of not exceeding five per cent. per annum, payable semi-annually on the fifteenth day of January and July in each year, and may be issued in coupon and Registered form; the coupon bonds in denomination of One Thousand Dollars each, the Registered bonds in denomination of One Thousand, Five Thousand and Ten Thousand Dollars, and each denomination to be numbered consecutively from one upwards; all of like tenor, and to be executed and issued from time to time as the work of construction requires and as the said Railway Company may determine. And bonds so issued from time to time may bear such rate of interest not exceeding five per cent. per annum as said Railway Company may fix, determine and designate in said bonds, as is hereinafter provided. The coupon bonds are in substantially the following form: —

United States of America.
State of Wisconsin.
Wisconsin Northern Railway Company
First Mortgage Bond.
Bearing — — per cent. interest.

Know All Men By These Presents, That the Wisconsin Northern Railway Company is indebted to The Farmers Loan and Trust Company, of New York, or to the bearer hereof, in the sum of One Thousand Dollars, which the said Railway Company promises to pay to the said The Farmers Loan and Trust Company, or to the bearer hereof, on the fifteenth day of July, in the year of our Lord One Thousand Nine Hundred and Thirty-one, at the office or agency of the Wisconsin Northern Railway Company in the city of New York, with interest thereon at the rate of — — per centum per annum, payable semiannually, on the fifteenth day of January and of July in each year, on the presentation and surrender of the annexed coupons as they severally become due. —

This coupon bond is one of an issue of Coupon and Registered bonds provided to be issued, to be known as the Wisconsin Northern Railway Company First Mortgage Bonds, issued and to be issued to an aggregate amount of One Million Seven Hundred and Twenty-five Thousand Dollars; the coupon bonds shall be of the denomination of One Thousand Dollars; the Registered bonds shall be without coupons, and may be in denominations of One Thousand, Five Thousand and Ten Thousand Dollars; each denomination to be numbered consecutively from one upwards; the coupon bonds, on surrender and cancellation, may, at the option of said Railway Company, be converted into or exchanged for Registered bonds bearing a like rate of interest from the fifteenth day of January or of July in each year, and the holders of Registered bonds may, from time to time, transfer the same according to the rules of said Railway Company, and other Registered bonds of this issue, bearing a like rate of interest, may be issued therefor; said issue being at the rate of Fifteen Thousand Dollars per mile on the one hundred and fifteen miles of railroad described in the Trust Deed securing this bond; all of the bonds hereby issued and to be issued are of like tenor and effect, and are equally secured by a Deed of Trust executed by the said Wisconsin Northern Railway Company, and duly delivered to the said The Farmers Loan and Trust Company, conveying all the railroad of the said Wisconsin Northern Railway Company as therein described, and the equipments, appurtenances and franchises thereunto belonging. —

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

In Witness Whereof, the said Railway Company has caused these presents to be signed by its President, and its corporate seal

to be hereto affixed, and the same to be attested by the signature of its Secretary, on the fifteenth day of July, A. D. 1896.

Wisconsin Northern Railway Company.

By ..... President.

..... Secretary.

Trustee's Certificate

This is to certify, that this bond is one of the bonds described in the Deed of Trust, bearing date on the fifteenth day of July, A. D. 1896, within mentioned

The Farmers Loan and Trust Company, Trustee.

By ..... President.

The Registered bonds are in substantially the following form:—

United States of America

State of Wisconsin

Wisconsin Northern Railway Company.

First Mortgage Bond.

Bearing .... per cent. interest

Know All Men by these Presents, That the Wisconsin Northern Railway Company is indebted to ..... or assigns, in the sum of ..... Thousand Dollars, which the said Railway Company promises to pay on the fifteenth day of July, in the year of our Lord One Thousand Nine Hundred and Sixty-one, at the office or agency of the Wisconsin Northern Railway Company, in the city of New York, with interest thereon from the fifteenth day of ..... A. D. ..... at the rate of ..... per centum per annum, payable at said office or agency on the fifteenth day of January and of July in each year.

This Registered bond is part of an issue of coupon and registered bonds, provided to be issued, amounting in the aggregate to One Million Seven Hundred and Seventy-five Thousand Dollars, said issue being at the rate of Fifteen Thousand Dollars per mile, on the One Hundred and fifteen miles of railroad described in the Trust Deed securing this bond, all of which bonds, hereby issued and to be issued, whether in coupon or registered form, are equally secured by a Deed of Trust, executed by the said Wisconsin Northern Railway Company, and duly delivered to the said The Farmers Loan and Trust Company, conveying all the railroad of the said Wisconsin Northern Railway Company, as therein described, and the equipments, appurtenances and franchises thereunto belonging.

The Registered bonds now or hereafter issued may, from time to time be transferred according to the rules and by-laws of said Railway Company, and an equal amount of other Registered bonds or

of coupon bonds may, at the option of said Railway Company or of its successor Company, be issued, bearing the same rate of interest in lieu and stead of the Registered bonds so transferred, surrendered and cancelled. In the event of consolidation, merger or purchase, by which the property owned by said Trust Deed shall become vested in any other Railroad or Railway Company, such Registered and coupon bonds may thereafter be issued in the name of this Company, and such issues as shall be made by the successor Railroad or Railway Company shall be executed by the signatures of its proper officers and its seal, and such execution shall have and possess the same force, effect and validity as if the execution thereof had been the act and deed of this Company by its proper officers; and all of said bonds, whether issued by this Company or by its successor Company, are and shall be equally secured by said Trust Deed, without preference, priority or discrimination on account of or with reference to the time and manner of their issue and execution, or any of them, as herein provided.

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 Railway Company has caused these presents to be signed by its President, and its corporate seal to be hereto affixed, and the same to be attested by the signature of its Secretary, on the fifteenth day of July, A. D. 1896.

Issued ..... A. D. .....

Wisconsin Northern Railway Company.

By ..... President.

..... Secretary

Trustee's Certificate.

This is to certify, that this bond is one of the bonds described in the Deed of Trust, bearing date on the fifteenth day of July, A. D. 1896, within mentioned

The Farmers Loan and Trust Company, Trustee.

By ..... President.

It is expressly declared to be the intention of these presents, and said party of the first part hereby expressly reserves the right to make the bonds secured by this Indenture bear such rate of interest, not exceeding five per centum per annum, as it shall hereafter fix, determine and designate in said bonds.

The coupon bonds hereinbefore provided to be issued may, on surrender for cancellation, and at the option of said Railway Company, or of its successor Railroad or Railway Company be

converted into or exchanged for Registered bonds, bearing a like rate of interest from the fifteenth day of January or July in each year, and the holders of Registered bonds may, from time to time, transfer the same according to the rules and by-laws of said Railway Company, and other Registered bonds, in lieu and stead of those surrendered for transfer and cancellation, may be issued therefor. ——————

And it is expressly understood and agreed by and between the parties of the first part and second part hereto, and any holder of the bonds issued and to be issued by virtue hereof, that during such holding the conversion at the option of said Railway Company, or of its successor Railroad or Railway Company, of Coupon bonds into Registered bonds and of Registered bonds into Coupon bonds; and the exchanging of any Registered bonds for other Registered bonds, under and in accordance with the provisions of this Indenture, may be continued and exercised by any other Railroad or Railway Company that shall be this Company's successor, by consolidation or merger, or that by purchase, transfer or conveyance shall be and become vested with the property owned by this Trust Deed; and the execution in the name of this Company by such successor or purchaser Railroad or Railway Company of said Registered bonds and Coupon bonds by the signatures of its proper officers and its seal, shall be taken and held as a sufficient and valid execution of said bonds with the same lien, force and effect as the execution of any other Coupon or Registered bonds originally or at any time issued hereunder; or as if the said bonds were executed by the party of the first part hereto. And a subscribing clause to effect the same may be used on said bonds, in lieu of the subscribing clause in the form hereinbefore set forth. ——————

And Whereas, The intention of these presents is and is hereby declared to be, that all of said bonds which shall be issued, amounting in the aggregate to One Million Seven Hundred and Twenty-five Thousand Dollars aforesaid, shall be equally in all respects secured by these presents, without preference, priority or discrimination on account of or with reference to the times and manner of the actual issue and execution of the said bonds, or any of them:

Now, Therefore, This Indenture Witnesseth, That the said party of the first part, for and in consideration of the premises, and of the sum of one dollar to it duly paid by the party of the second part, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the bonds aforesaid, issued or to be issued, according

recited and provided, and every part of said principal and interest as the same shall become due and payable, according to the tenor of the said bonds, hath granted, bargained and sold, and by these presents doth grant, bargain, sell, convey and transfer unto the said party of the second part, its successors and assigns, all and singular the railroad owned and operated by said party of the first part, known and described as follows, to-wit: ——————

A line of Railroad beginning at a point of connection with the Chicago and Northwestern Railway at or near Big Suamico in Brown County, in the State of Wisconsin, and extending in a northwesterly direction through the northerly part of said Brown county, thence through the southerly part of Oconto county and the northeasterly part of Shawano County, thence again into and through said Oconto county, and through the counties of Forest and Florence to a point on the boundary line between the States of Wisconsin and Michigan, in or near section twenty-five (25) township forty-one (41) North Range fifteen (15) east, being a distance of One Hundred and Fifteen miles more or less; including all the railways, ways, rights of way, depot grounds and other lands, 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 mentioned and 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 the constructing, operating, repairing or replacing of 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, incomes, 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, 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 main line of said Railway Company, as above described, 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 Railway Company under its charter, or any property acquired or to be acquired for use in connection with any future extensions or branches: _____

To Have And to Hold the above mentioned and described premises unto the said party of the second part, its successors and assigns 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. _____

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 has 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 provisions hereof, or in any requirements 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 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 or shall become due, ratably to the persons entitled to 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 continue 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 other entry, 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 Milwaukee, or at such place within any 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 once a week, for twelve weeks, in one or more newspapers in each of the cities of New York and Milwaukee, 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 deed or 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 said sale, including attorneys and counsel fees, and all 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 Railway 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, 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 provided, 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 interest 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 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 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 Railway Company any lands required or held for the purposes of stations, depots, shops or other buildings; and shall also have power to convey as aforesaid, on like request, any lands or property which 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 shall convey as aforesaid, on like request, any lands not occupied by the track, which may become disused by reason of a change in 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, shop or other building, as the said Railway 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 deliver the conveyances necessary to carry the same into effect; and the Trustee shall also have full power to allow the said Railway 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 sum of money herein required to be paid by the said Company, 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 to be kept or performed by the said Railway Company, 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 bondholders under these presents, upon the requisition, in writing, as hereinafter specified:

1. If the default be as to 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 costs 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 covenant 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 provision herein contained to be performed or kept by the said Railway 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 the 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 Railway 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 Railway Company, three months before such resignation shall take effect, or such shorter time as the said Railway Company may accept as adequate notice, and upon the due execution of the conveyances hereinafter required; that in case at any time hereafter the said Trustee, or any Trustee hereafter appointed, shall resign, or be removed 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 or its successor Company, by an instrument in writing, signed by the President and attested by the Secretary of such 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 the 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

heirs 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 in any vacancy which may have happened in said trust, 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 One Hundred Thousand Dollars, to any Circuit Court of the United States for any Judicial District in which any part of the aforesaid railroad may be situate, for the appointment of a new Trustee.

It is also mutually agreed, that the said party of the second part and its successor 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.

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 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 railroad, equipments and appurtenances hereinbefore 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.

In Witness Whereof, the said parties of the first and second parts have caused this Indenture to be signed by their respective Presidents and countersigned by their respective Secretaries, and to be sealed with their respective corporate seals, the day and year first above written.

Wisconsin Northern Railway Company.
By M. Knight Its President.
Countersigned
J. B. Redfield. Secretary.

Corporate Seal

In presence of { E. B. Breese, M. Knight Jr., Chas. L. Lowe, M. P. Biddlecom } as to M. Knight; as to J. B. Redfield

The Farmers Loan and Trust Company
By R. Y. Ralston Its President
Countersigned: Lamb Sloan Jr. Asst. Secretary.

Corporate Seal

In presence of { Herbert Wellington, Geo. H. Corey.

State of Illinois } ss.
County of Cook.

On this thirty-first day of August, A. D. 1896, before me, a Notary Public in and for said county and state appeared Marvin Knight and Joseph B. Redfield, to me personally known, who being by me severally duly sworn did severally say that the former is the President and the latter is the Secretary of the above named Wisconsin Northern Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Wisconsin Northern Railway Company, and that said instrument was signed and sealed in behalf of said Wisconsin Northern Railway Company by authority of its Board of Directors, and said Marvin Knight and Joseph B. Redfield acknowledged said instrument to be the free act and deed of said corporation. The Wisconsin Northern Railway Company

Francis De Pfuhl
Notary Public in and for the county of Cook and state of Illinois

Notarial Seal

State of Illinois } ss.
County of Cook

I, Phillip Knopf, clerk of the county court in and for said county, which court is a court of record, having a seal, do hereby certify that Francis De Pfuhl by and before whom the foregoing acknowledgment was taken, was, at the time of taking the same, a Notary Public, residing and authorized to act in said county, and was duly authorized by the laws of said State to take and certify acknowledgments or proofs of deeds of land in said state, and further that I am well acquainted with the handwriting of said Francis De Pfuhl, and I verily believe that the signature to said certificate of acknowledgment is genuine

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court, this 31st. day of August 1896.

Phillip Knopf.
Clerk.

(Notarial Seal)

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

On this twenty-second day of July, A.D. 1896. before me, a Notary Public in and for said county and state, appeared Roswell G. Ralston and Samuel Sloan Jr. to me personally known, who, being by me severally duly sworn, did severally say that the former is the President and the latter is the Assistant Secretary of the above named The Farmers Loan and Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said The Farmers Loan and Trust Company, and that said instrument was signed and sealed in behalf of said The Farmers Loan and Trust Company, by authority of its Board of Directors, and said Roswell G. Ralston and Samuel Sloan Jr. acknowledged said instrument to be the free act and deed of said corporation. The Farmers Loan and Trust Company

Geo. H. Losey.
Notary Public in and for the
County of New York and
State of New York.

(Notarial Seal)

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

I, Henry D. Purroy, Clerk of the city and county of New York and also Clerk of the Supreme Court in and for the said city and county, which court is a court of record, having a seal, do hereby certify that Geo. H. Losey by and before whom the foregoing acknowledgment was taken, was, at the time of taking the same, a Notary Public, residing and authorized to act in said county, and was duly authorized by the laws of said State to take and certify acknowledgments or proofs of deeds of land in said State and further, that I am well acquainted with the handwriting of said Notary Public, and that I verily believe that the signature to said certificate of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court and county, the 22nd day of July, 1896.

Henry D. Purroy
Clerk.

(Seal)

State of Wisconsin } ss.
Department of State }

Received this 24th day of September A.D. 1896. at 9 o'clock A.M. and recorded in Vol. 10 of R.R. Mort. and Land Deeds on page 165.

H. C. Vanderpoel, Assistant Secretary of State.

Indexed.

In The Circuit Court Of The United States
For the Western District of Wisconsin.

American Loan and Trust Company,
complainant, vs.
Minnesota and Wisconsin Railway Company, Frank Jackson, R. C. Kirk, and The National Switch and Signal Company,
Defendants.

Deed of Receiver and Master Commissioner.

This Indenture, made this first day of December, A. D. 1896, by and between David B. Dewey, as receiver of the Minnesota and Wisconsin Railway Company, party of the first part; David B. Dewey, as Master Commissioner, party of the second part, and the Minnesota and Wisconsin Railroad Company, party of the third part, Witnesseth that

Whereas, an action was begun in the United States Circuit Court for the Western District of Wisconsin, in which the American Loan and Trust Company, a corporation, is complainant, and the said Minnesota and Wisconsin Railway Company and others are defendants, on the 11th. day of December, A. D. 1893, which said action was brought to foreclose a mortgage or trust deed, covering all the property of said defendant, which said deed was made to secure the payment of three hundred and ninety (390) bonds of One Thousand Dollars ($1,000) each, on which default had been made; and

Whereas, in said cause such proceedings were duly had that on the 11th. day of December, A. D. 1893, said David B. Dewey was appointed as receiver of all of the property and effects of said defendant, with instructions to operate the line of railway and carry on the business of said defendant corporation, which said trust was on said day accepted by said Dewey, who forthwith entered into possession of all said property and has since operated and managed the same under and pursuant to the directions of the said court in said cause; and

Whereas, on the 14th. day of December, A. D. 1895, a foreclosure decree was entered in said cause, wherein and whereby it was decreed and adjudged that all of the property of every sort and nature hereinafter more particularly described belonging to the said defendant, covered and conveyed by said mortgage, or in the possession of said receiver, be sold at public auction at the front door of the Court House in the city of Hudson, St. Croix county Wisconsin, at twelve o'clock noon, on a day to be fixed by the Master Commissioner appointed to make said sale; and

Whereas, said David B. Dewey was in and by said decree appointed as such Master Commissioner to sell said property, and was directed to give four weeks' notice of the said sale by publishing a notice thereof, briefly describing the said property and fixing the date of said sale; and

Whereas, said Master Commissioner was in and by said decree directed to compute the outstanding indebtedness and expenses of said receivership and of said cause, including the fees and expenses of the said complainant and its counsel, and all expenses and liabilities incurred in the administration of said trust, and fix, as the upset price for which said property should be sold, an amount sufficient to cover all said expenses, fees and liabilities; and

Whereas, said Master Commissioner did fix Eighty Thousand Dollars ($80,000.) as said upset price, and on the 27th day of January, A. D. 1896, at the hour and place named in said decree, as the time and place of said sale, and did give notice thereof as required in and by said decree; and

Whereas said sale was from time to time adjourned by said Master Commissioner, as authorized by said decree, until the 25th day of June, A. D. 1896; and

Whereas, it was provided in and by said decree that any person desiring to bid at said sale, or become a competent bidder thereat, should at the time of offering his bid, and before the same should be considered, deposit with said Master Commissioner the sum of Ten Thousand Dollars ($10,000) to insure the carrying out of said bid; and

Whereas the St. Paul Title Insurance and Trust Company, Trustee, did appear at the time and place named for said sale and deposit the said sum of Ten Thousand Dollars ($10,000.) with said Master Commissioner, who then and there duly offered the said property, and the whole thereof, for sale; and

Whereas, said St. Paul Title Insurance and Trust Company, Trustee, did bid for the same the sum of Eighty Thousand Dollars ($80,000.) and the said property was then and there by said Master Commissioner struck off to said St. Paul Title Insurance and Trust Company, Trustee; and

Whereas, said Master Commissioner did, as provided by said decree, file his report of the said sale with said court on the 29th day of June, A. D. 1896; and

Whereas, the said court did on the 15th day of July, A. D. 1896, duly confirm the said sale, upon the terms and conditions named in the decree of confirmation entered on said date; and

Whereas, said St. Paul Title Insurance and Trust Company, Trustee, has duly paid unto said party of the second part the remainder of said purchase price, and has performed all the other acts and things by it to be performed, in accordance with the terms of said decree of confirmation or of any other decree or order of said court entered in said action; and

Whereas, said St. Paul Title Insurance and Trust Company, Trustee, has heretofore conveyed unto said party of the third part all its right, title, interest and estate in or to all or any of the property, rights, interest or estates (save cash) to which it is or may be entitled under said purchase, or by reason thereof, and has authorized and directed the execution and delivery of this deed to the party of the third part.

Now Therefore, in consideration of the said sum of Eighty Thousand Dollars ($80,000.) in hand paid to said party of the second part as aforesaid, the receipt whereof is hereby acknowledged, and in consideration of the acceptance hereof by said party of the third part, subject to the terms and conditions set forth in said decree of confirmation, the said parties of the first and second part, in pursuance of the direction contained in and the authority conferred by said decree of confirmation, have granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, release, remise, alien, convey and confirm unto said party of the third part, its successors and assigns, forever, the following described property, situate in the counties of St. Croix and Pierce, in the state of Wisconsin, or elsewhere, to-wit:

All of the railway and railways heretofore owned or possessed by the Minnesota and Wisconsin Railway Company, or by David B. Dewey, as receiver of the same, the main line of which as now constructed extends from a point of connection with the Wisconsin Central Railway at Emerald, in the county of St. Croix, State of Wisconsin, in a southerly direction through Woodville, in the said county of St. Croix, and thence in a southerly direction via Hildwood, in said county of St. Croix, to Spring Valley, in the county of Pierce in said state of Wisconsin: together with all real estate, rights of way, easements, and other property, real, personal and mixed, franchises, rights, privileges and immunities of said Minnesota and Wisconsin Railway Company, or of said David B. Dewey, as receiver of the same, or to which they are or either of them is entitled, whether presently or in expectancy, including all land, iron and steel rails, ties, frogs, bars, switches, side-tracks, spur-tracks, turn-outs, turn-tables, bridges, depots, station-houses, waiting-rooms, machine-shops, blacksmith-shops, water-tanks, and other buildings and erections

cars, engines and other rolling stock, tools, supplies, materials, and all other things appertaining to or necessary or convenient for use in connection with said railway, and all things in action, claims and demands of said Minnesota and Wisconsin Railway Company, or of said receiver thereof, and also all right, title, interest claim and demand of any and all the parties to this action in or to said railway, real estate and property, whether real, personal or mixed, rights, demands, franchises, privileges and immunities hereinabove described or referred to.)

To Have and To Hold the above described property, interests, rights and franchises to the use, benefit and behoof of said party of the third part, its successors and assigns, forever, free and clear from any lien, claim, interest or demand of any party to said cause, and without redemption.

In Witness Whereof said parties of the first and second part have hereunto set their hands and seals the day and year first above written.

In presence of
L. A. Severance
W. M. I. Rickards

David B. Dewey (Seal)
As Master Commissioner
David B. Dewey (Seal)
As Receiver of Minnesota and Wisconsin Railway Company.

State of Minnesota } ss.
County of Ramsey }

Be It Remembered, that on this 1st day of December A. D. 1896, before the undersigned, a notary public in and for said county and state, personally appeared David B. Dewey Master Commissioner and Receiver of the Minnesota and Wisconsin Railway Company, to me personally known to be the identical person named in and who executed the foregoing instrument, and he in due form of law acknowledged the same.

L. A. Severance
Notary Public.
Ramsey County, Minnesota

State of Minnesota } ss.
County of Ramsey }

I, Edward G. Rogers, clerk of the District Court in and for said county, which court is a court of record, having a seal, do hereby certify that L. A. Severance by and before whom the foregoing acknowledgment was taken, was, at the time

of taking the same, a notary public residing in said county, and was duly authorized by the laws of said state to take and certify acknowledgments and proofs of deeds of lands in said state, and further that I am well acquainted with the handwriting of said L. A. Severance and that I verily believe that the signature to said certificate of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court this 2nd day of December, A. D. 1896.

Edward G. Rogers.
Clerk of the District Court
by L. A. Limberg
Deputy Clerk.

District Court Ramsey Co. Minn.

Approved as to form. Nov. 30th. 1896
J. W. M. Bartleson
Counsel for Minn and Wis. R. R. Co.

State of Wisconsin } ss.
Department of State }

Received this 4th. day of December A. D. 1896, at 10 o'clock A. M. and recorded in Vol. 10 R. R. Mortg. and Trust Deeds on pages 467 - 471

L. E. Vanderzook.
Assistant Secretary of State

General First Mortgage

Minnesota and Wisconsin Railroad Company

to

St. Paul Title Insurance and Trust Company, Trustee.

Dated, December 1, 1896.

Securing Bonds at the Rate of $7,500 per mile.

Original Issue $195,000.

This Indenture, made this 1st. day of December, in the year of our Lord, one thousand eight hundred and ninety-six, between the "Minnesota and Wisconsin Railroad Company" a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, party of the first part, and the "St. Paul Title Insurance and Trust Company", of the City of St. Paul, State of Minnesota, a corporation duly organized and existing under and by virtue of the laws of the said State of Minnesota party of the second part, Witnesseth:

Whereas, the "Minnesota and Wisconsin Railroad Company", hereinafter referred to as the Railroad Company, is duly organized and existing under the laws of the said State of Wisconsin, and under and by virtue of its Articles of Incorporation and the laws of the State of Wisconsin, it has full power and authority to construct, lease, purchase and operate railways in the State of Wisconsin, and is, by its Articles of Incorporation and under and by virtue of the laws of the State of Wisconsin, authorized to borrow money for the purpose of enabling it to construct, acquire by purchase, consolidation or otherwise, and to complete, improve, equip and operate, such railways as it may in any manner acquire, and, to secure money borrowed by it, the said Railroad Company is, by virtue of its charter and said laws of the State of Wisconsin, duly authorized and empowered, to issue its corporate bonds in such form and amounts and bearing such rates of interest, and payable at such times and places, as the said Railroad Company, by its board of directors, may direct, and

Whereas, by and under said Articles of Incorporation and said laws of the State of Wisconsin, said Railroad Company is duly authorized and empowered to secure the payment of its bonds by the execution and delivery of a mortgage or deed of trust, of and upon the railway and railways acquired and to be acquired by purchase or otherwise, or constructed or to be constructed by it, as aforesaid, and all other property owned or to be owned, acquired or to be acquired in any manner, by the said Railroad Company, within said State of Wisconsin or elsewhere; and

Whereas, under and by virtue of said laws of Wisconsin, it is provided that said mortgage, or deed of trust, may by its terms include and cover not only the property of the corporation making it, at the time of its date, but property, both real and personal, which may thereafter be acquired by it, and shall be as valid and effectual for that purpose as if the property were in its possession at the time of the execution thereof; and

Whereas, the Railroad Company proposes to acquire, complete and extend a certain line of railway in the said State of Wisconsin between the village of Spring Valley, in the County of Pierce, Wisconsin, and the village of Emerald, in the county of St. Croix, Wisconsin; and

Whereas, the said Railroad Company, pursuant to the authority of said laws of the State of Wisconsin, as aforesaid, has resolved to exercise the power of borrowing conferred upon it by said laws, for the purpose of procuring money to be expended for its corporate purposes as allowed by laws, and particularly in the acquisition, completion, extension and equipment of its said railway and branches; and

Whereas, said Railroad Company, party of the first part, by resolutions of its board of directors, duly authorized, approved, ratified and confirmed by vote of all the stockholders of said party of the first part in favor thereof, at meetings of said board of directors, and of such stockholders, respectively, duly convened and held, directed the issue, from time to time, of a series of corporate bonds of said Railroad Company, to be designated "First Mortgage Five Per Cent. Gold Bonds of the Minnesota and Wisconsin Railroad Company", of the denomination of $1,000 each, dated the first day of December, A.D. 1896, and numbered consecutively from one upward, to the highest number thereof, and that the same be issued in part, presently, and in part thereafter, in the manner hereinafter prescribed, and that the principal of such bonds be payable to the St. Paul Title Insurance and Trust Company, Trustee, party of the second part, or bearer, on the first day of January, A.D. one thousand nine hundred and twenty-seven (1927), in gold coin of the United States of America, of the present standard of weight and fineness at the office of said St. Paul Title Insurance and Trust Company in the City of St. Paul, State of Minnesota, together with interest thereon at the rate of five (5) per centum per annum in like gold coin, payable semi-annually, on the presentation and surrender of the annexed coupons when respectively due, at the office of said St. Paul Title Insurance and Trust Company, on the first day of July and the first day of January in each year from and after the first day of July, A.D. one thousand eight hundred and ninety-seven (1897), from which date only said bonds shall bear interest, same interest for the periods elapsing between July first, one thousand eight hundred and ninety-eight (1898) and December thirty-first, one thousand eight hundred

and ninety-eight (1898), inclusive, and between January first nineteen hundred, and June thirtieth, nineteen hundred, inclusive, respectively during which two periods said bonds shall bear no interest, no coupons representing interest for said periods or for the period elapsing between December first, one thousand eight hundred and ninety-six (1896) and July first, one thousand eight hundred and ninety-seven (1897) being attached thereto; and that said bonds and each of them shall contain substantially the covenants and statements contained in the copy of said bond hereinafter given, and shall be executed and authenticated in the manner indicated in such copy of bond and the coupon and trustee's certificate attached, and that each of said bonds, and the coupons and trustee's certificates shall be substantially in the words and figures following, to-wit; ———

United States of America
State of Wisconsin
Minnesota and Wisconsin Railroad Company.
First Mortgage Five Per Cent. Gold Bond

No..... $1,000.00.

The Minnesota and Wisconsin Railroad Company, for value received, hereby acknowledges itself indebted to the St. Paul Title Insurance and Trust Company, Trustee or bearer, in the sum of one thousand dollars ($1,000.00), which sum it agrees to pay to said Trust Company, or to the holder hereof, at the office of said St. Paul Title Insurance and Trust Company, in the City of St. Paul, Minnesota on the first day of January, in the year of our Lord, one thousand nine hundred and twenty-seven, in gold coin of the United States, of the present standard of weight and fineness, together with interest thereon at the rate of five (5) per centum per annum, in like gold coin, payable semi-annually, on the presentation and surrender of the annexed coupons, when respectively due, at the office of said St. Paul Title Insurance and Trust Company, on the first day of July and the first day of January in each year from and after the first day of July A. D. one thousand eight hundred and ninety-seven, same interest for the periods elapsing between July first, one thousand eight hundred and ninety-eight, and December thirty-first, one thousand eight hundred and ninety-eight, inclusive, and between January first, one thousand nine hundred, and June thirtieth, one thousand nine hundred, inclusive respectively, during which two periods said bonds shall bear no interest, no coupons representing interest for said periods being attached thereto. ———

This bond is one of a series of bonds, all of like amount, tenor and effect, numbered consecutively from one upward, issued and

to be issued by said Minnesota and Wisconsin Railroad Company for its corporate purposes, as allowed by law, at the rate of seven thousand five hundred dollars ($7,500.00) per mile of main line of single track, exclusive of sidings, belonging to said Railroad Company and upon which the mortgage securing this bond is a first lien. ———

The payment of each and all of said bonds, together with the interest thereon, is secured ratably, without reference to the time when said bonds shall actually be issued by a first mortgage or deed of trust, bearing date the first day of December, A. D. one thousand eight hundred and ninety-six, duly executed and delivered by said Minnesota and Wisconsin Railroad Company to said St. Paul Title Insurance and Trust Company, as trustee, upon the entire line or lines of railroad of said Railroad Company, and upon any and all branch or branches thereof, or of any of the same, whether constructed, owned, or acquired, or to be constructed, owned or acquired by said Railroad Company, which said line of railroad now extends from a point of connection with the Wisconsin Central Railway at Emerald, in the county of St. Croix, and state of Wisconsin, in a southerly direction through Woodville, at a point of junction with the Chicago, St. Paul Minneapolis and Omaha Railway, in said St. Croix county, and thence in a southerly direction via Wildwood, in said county of St. Croix, to Spring Valley, in the county of Pierce, in said state of Wisconsin, together with all the rolling stock, property, rights, appurtenances, tolls, revenues, income and franchises thereunto belonging, or in anywise appertaining or connected therewith, now held or hereafter acquired by said Railway Company, but under the terms and conditions specifically set out in said mortgage or deed of trust; the same being a first lien upon all the railway property, rights and franchises of said Railroad Company acquired or at any time to be acquired. ———

This bond, at the option of the holder, may be registered at the office of said St. Paul Title Insurance and Trust Company, in the city of St. Paul, Minnesota, and thereafter, unless registered payable to bearer, the principal shall be payable only to such person as by the registration thereof shall appear to be the last owner or transferee; such registration shall not, however, affect the negotiability of the coupons attached hereto. ———

This bond shall not become obligatory until authenticated by the certificate endorsed hereon, duly signed by said trustee. ———

In Witness Whereof, said Minnesota and Wisconsin Railroad Company has caused its corporate seal to be hereunto affixed and this instrument to be subscribed by its president and secretary

thereunto duly authorized, this first day of December, A. D. one thousand eight hundred and ninety-six.

Minnesota and Wisconsin Railroad Company

By.....
President.

.....
Secretary.

Trustee Certificate.

The St. Paul Title Insurance and Trust Company hereby certifies that the within bond is one of the series of bonds referred to and described in a certain mortgage or deed of trust, bearing date the first day of December, A. D. one thousand eight hundred and ninety-six, executed and delivered to this company, as trustee, by the Minnesota and Wisconsin Railroad Company.

St. Paul Title Insurance and Trust Company.

By.....
President.

Coupon

$25.00. No.....

The Minnesota and Wisconsin Railroad Company will pay to the bearer, at the office of the St. Paul Title Insurance and Trust Company, in the city of St. Paul, Minnesota, on the first day of..... 1....., twenty-five dollars ($25.00) in gold coin of the United States being six months' interest on bond No. ....., of the first mortgage, five per cent. gold bonds of said Railroad Company.

.....
Treasurer

Now, Therefore, in consideration of the premises, and in consideration of the sum of one dollar ($1.00), to said Railroad Company paid by the said Trust Company, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the bonds aforesaid, to be issued by said Minnesota and Wisconsin Railroad Company, as herein recited and provided, as the same shall become payable, according to the tenor of said bonds and the interest coupons thereto attached, the said Minnesota and Wisconsin Railroad Company hath granted, bargained, sold, assigned, conveyed and transferred, and by these presents doth hereby grant, bargain, sell and assign, convey and transfer, unto the St. Paul Title Insurance and Trust Company, of the city of St. Paul, State of Minnesota, and its successors or assigns, in the trust herein and hereby created, all and singular the railways, real estate and rights-of-way of the Minnesota and Wisconsin Railroad Company, together with all branches thereof, constructed, owned or acquired, or to be constructed, owned or acquired,

which said railway now extends from a point of connection with the Wisconsin Central Railway at Emerald in the county of St. Croix, and State of Wisconsin, in a southerly direction through Woodville, at a point of junction with the Chicago, St. Paul, Minneapolis and Omaha Railway, in said St. Croix County, and thence in a southerly direction via Wildwood, said in St. Croix County, to Spring Valley, in the County of Pierce, in said State of Wisconsin, and all the iron and steel, rails, ties, frogs, bars, switches, sidetracks, spur-tracks, turnouts, turn tables, bridges, trestles, buildings, depots or station houses, waiting rooms, machine shops, blacksmith shops, houses, engine-houses, water tanks, and other erections, cars, engines and all tools, property, supplies, materials, rolling stock, and all other things appurtenant to or necessary or convenient for use in connection with the said railways, and all lands, easements or property, whether any of the same be now or hereafter may be acquired, owned or operated by the said Minnesota and Wisconsin Railroad Company, and also all franchises, rights, privileges and immunities of the said Railroad Company and all things in action, claims and demands of said Railroad Company connected with or relating to the aforesaid railway or railways, grants, rights-of-way, easements, rights and property, together with all tolls, incomes, rents, titles, reversions and remainders whatsoever, as well in equity as in law, present and future, of the said party of the first part.

To Have and To Hold all and singular the above mentioned and described railways, grants, rights of way, ways, licenses, easements, lands, premises, franchises and other rights and property, including all thereof hereinbefore expressed to be conveyed, and such as may be hereafter acquired with the appurtenances, unto and to the use of the said St Paul Title Insurance and Trust Company, Trustee, and its successor or successors in this trust, according to the nature, tenor and quality thereof, respectively, in trust, however, to and for the person or persons, firm or firms, bodies politic or corporate, who shall at any time become and be, from time to time, the purchasers or holders of said bonds, or any of them, and for the purposes and on the conditions hereinafter expressed.

And it is hereby agreed and declared, that the trusts, uses, purposes, agreements and conditions, on which the railways, grants, rights-of-way, licenses, easements, lands, premises and other real personal and mixed estate aforesaid, and all said corporate and other rights, franchises, privileges and immunities, are conveyed to, and are to be held, held and disposed of by the said trustee and subject to which the bonds secured hereby are issued to and are to be

held by each and every holder of such bonds, and the agreements and covenants of the said parties, and each of them, in respect thereto, other than those hereinbefore stated, are as follows, to-wit: _____

Article I.

None of said bonds provided for herein shall become obligatory upon said Minnesota and Wisconsin Railroad Company, nor shall the payment of any bond become secured hereby until the same shall be executed, and the certificate of said Trustee shall be endorsed thereon, in the form and to the effect provided for by the Board of Directors of said Railroad Company, as hereinabove set forth. Said bonds shall be certified and delivered as hereinafter stated, and not otherwise, that is to say: Said Minnesota and Wisconsin Railroad Company shall be entitled to have one hundred and ninety-five (195) of said bonds certified and delivered to it by said Trustee forthwith upon the execution by both parties hereto of this instrument, it being understood and agreed that the present main line of railway of said Minnesota and Wisconsin Railroad Company consists of twenty-six (26) miles of single track, and that no larger or further issue of said bonds shall ever be made on account of the said present line of railway. Said one hundred and ninety-five (195) bonds shall, so far as may be necessary, be used or negotiated by said Minnesota and Wisconsin Railroad Company for the purpose of paying the now unpaid balance of the purchase price of its said present line of railway. The remainder of said one hundred and ninety-five (195) bonds, if any, shall be turned into the treasury of said Railroad Company, to be thereafter negotiated and sold or used for any purpose legitimate to its business. The said bonds to be secured hereby, if any, in addition to said one hundred and ninety-five (195) bonds, shall be certified and delivered by said Trustee to said Minnesota and Wisconsin Railroad Company, (by it to be sold or negotiated), in the following manner, viz:

At any time when said Minnesota and Wisconsin Railroad Company shall present to said Trustee a copy of a resolution of its Board of Directors, duly certified by its Secretary under the corporate seal of said Railroad Company, and corroborated by an affidavit of (1), its President, and (2), its Auditor, and (3), its Superintendent or Chief Engineer, to the effect that said Minnesota and Wisconsin Railroad Company has actually constructed or acquired and then owns and is operating, a main line of single track, upon which these presents are a first lien, greater in length by an amount therein stated than the line then represented by the bonds issued hereunder and outstanding, computing the same at the rate of seven thousand five hundred dollars ($7,500.00) per mile, which resolution and affidavits shall show the number of miles of such main line of single track then actually constructed, owned and in operation by said Minnesota and Wisconsin Railroad Company, free from any lien superior to the lien of these presents and the amount of bonds secured hereby then outstanding, said Trustee shall, if satisfied of the truth of said showing, but not otherwise, certify and deliver to said Railroad Company an amount of said bonds not exceeding seven thousand five hundred dollars, ($7,500.00) per mile of such portion of the main line of single track so owned and operated by said Railroad Company, and free from any lien superior to the lien of these presents, as is not then already represented by bonds outstanding hereunder, and such resolution and affidavits shall be sufficient authority to said Trustee to certify and deliver such bonds upon demand therefor by the Board of Directors of said Railroad Company; but before delivering any such bonds said Trustee shall detach and cancel all matured coupons; provided always, that no bonds secured hereby in excess of one hundred and ninety-five (195) bonds above mentioned, shall ever be issued on account of the present line of said Railroad Company, and that the amount of said bonds issued hereunder shall never exceed at any time an amount equal to seven thousand five hundred dollars ($7,500.00) per mile of the main line of single track belonging to said Minnesota and Wisconsin Railroad Company, actually constructed and in operation upon which these presents are a first lien. _____

Article II.

All the bonds issued hereunder, whether to be presently or thereafter issued, shall be equally and ratably in all respects secured by this mortgage or deed of trust upon all the property herein described, without preference, priority or discrimination on account of, or with reference to, the time of the actual issuance of said bonds, or any of them; and the Trustee's certificate, duly signed, shall be sole and exclusive evidence that the bonds to which the same is affixed are secured by this mortgage or deed of trust, as in said bonds stated. _____

Article III.

Until the Railroad Company, or its successors, shall make default in the principal of, or interest upon, said bonds, or any of them, according to the tenor thereof, or of the coupons annexed thereto, or shall make default in or breach in the performance or observance of any other covenant, condition, obligation or requirement by the said bonds, or by the present deed imposed upon the Railroad Company, or its successors, the said Trustee, and

the survivor of it, and every other Trustee, from time to time, of these presents, shall permit and suffer the Railroad Company and its successors to possess, manage and operate and enjoy the said railway and its equipments and appurtenances, and lands, premises and property rights and franchises hereinbefore described as conveyed hereby, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this deed had not been made.

Article IV.

If and whenever the Railroad Company, or its successors, shall make any default in payment, as mentioned in the last preceding article, upon any of the said bonds or the coupons belonging thereto, and such default shall continue for the period of three months, or if, and whenever the Railroad Company or its successors, shall make default or breach in the performance or observance of any other condition, obligation or requirement mentioned in the last preceding article, and such default shall continue for a period of three months, then and in each of such cases it shall be lawful for the said Trustee to enter into and upon, and to take and possess, all and singular the railway and all the premises, estates, rights, and franchises hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof respectively; and to have, hold and use the same, and to work and operate, by its superintendents, managers, receivers or servants, or other attorneys or agents, the said railroad; and to conduct the business thereof, and to make from time to time such repairs and replacements and such useful alterations, additions and improvements thereto, as may seem to it judicious or convenient, and to collect or receive all tolls, freights, income, revenues, rents, issues and profits of the said railroad, estates, rights and premises, and of every part or parcel thereof; and after deducting and defraying the expenses of working and operating said railroad, and conducting the business thereof, and of all the said repairs, replacements, alterations additions and improvements, and all payments which may be made for charges or liens of any kind, prior to the lien of these presents, and other expenses incurred in relation thereto, as well as just compensation for its own services and for the services of such attorneys and counsel, agent or agents, the said Trustee shall apply the moneys arising from such operation and received as aforesaid, in or towards the payment of interest on the said bonds in the order in which the said interest shall have become due, ratably, to the persons holding coupons evidencing the right to such interest; and after paying all interest coupons which shall have become due, shall apply the residue of

such moneys in or toward the payment of principal of such of the bonds, as may be at that time due, outstanding and unpaid, ratably and without discrimination as to persons; and if, after satisfaction thereof a surplus shall remain, shall pay over such surplus to the Railroad Company, its successors or assigns, or as any court of competent jurisdiction shall order; provided, nevertheless, that if the said Trustee shall think it inexpedient, after such entry as aforesaid, to work and operate said railroad and premises in the manner aforesaid it shall be lawful for it to demise and let the said railroad and premises, if previously requested to do demise and let the said railroad and premises, if previously requested to do so in writing by the holders of a majority of said bonds, (subject, however, to the provisions hereof), to any person or persons, corporation or corporations, willing to work and operate the same, for such term or period, at such rent or proportion of receipts and profits, and generally upon such terms and conditions as the Trustee shall, in its discretion, think fit, subject to the ratification in writing of the holders of the majority of said bonds; and the said Trustee shall apply the revenue or income to arise in the event of the said railroad and premises not being worked and operated by the said Trustee, in accordance with the provisions immediately hereinbefore contained as to income.

Article V.

In case the Railroad Company, or its successors, shall make default in payment of any interest on any of said bonds, according to the tenor thereof, or the coupons thereto annexed, and such default shall continue for the period of three months, or in case said Railroad Company or its successors shall make default or breach in the performance or observance of any other covenant, condition, obligation or requirement by said bonds or by this instrument imposed upon said Railroad Company or its successors, and such default shall continue for the period of three months, then and thereupon the principal of all of said bonds shall, at the election of said Trustee to be signified to the Railroad Company, or its successors, by the said Trustee in writing, become immediately due and payable; provided, nevertheless, that at any time after such default shall have been made and have continued as aforesaid and before the actual payment of the principal, it shall be lawful for a majority in interest of the holders of the said bonds for the time being, to direct the Trustee forthwith to exercise its said power of declaring the principal of said bonds to be due and payable, or for two-thirds in interest of such bondholders to waive the exercise of said power (if exercised), or to withdraw and annul the exercise thereof,

(if exercised), on such terms as may be directed by the said two-thirds in interest of said bondholders by the same instrument; provided, nevertheless, that no action taken by the said trustee, or by the bondholders under this article, shall prejudice or affect the powers or rights of the said trustee, or of the bondholders, in the event of any subsequent default.

Article VI.

In case any default shall be made as aforesaid, in payment of principal or interest of said bonds, and shall continue for three months, as aforesaid, or in case all said principal or interest be not paid within three months after the same has become due, whether the said principal become due according to the terms of said bonds or under the election provided for in the last preceding article hereof, it shall be lawful for the said trustee, either after such entry aforesaid or after entry, or without entry by its attorneys or agents, to sell and dispose of all and singular the premises and property hereby conveyed or any part thereof, at public auction in the city of Hudson, State of Wisconsin, at such time as it may appoint, first giving notice of said sale and the time, place and terms thereof, by advertisement for the term of six weeks, at least once in each week, in some newspaper published in said city of Hudson, and also in the said city of St. Paul, Minnesota, and wherever else required by law. The proceeds of the sale shall be applied, first, in payment of the expenses connected with said sale and trust, including the compensation of the trustee and its agents and attorneys, and secondly, in payment of the unpaid interest and principal of the said several bonds, ratably and without discrimination as to persons; and if, after paying in full said bonds and coupons, there shall be any money remaining in the hands of the trustee it shall pay the same to the Railroad Company, its successors or assigns, or make such other disposition thereof as may be directed by any court of competent jurisdiction. The trustee shall have power to adjourn such sale from time to time at its discretion, and if adjourned to another date, it may make said sale at the time appointed without further notice by advertisement; and the said trustee shall have power to make and deliver to the purchaser or purchasers at said sale, good and sufficient deeds and conveyances of the property sold, and its receipt shall be a sufficient discharge to the purchaser or purchasers of the premises for his or their purchase money; and such purchaser shall not, after the payment of such purchase money, be liable to see to its application, or be obliged to inquire into the necessity or expediency of, or authority for, any such sale.

Article VII.

It is hereby declared and agreed that it shall be the duty of the said trustee to exercise the power of entry hereby granted or the power of sale hereby granted, or both, or to proceed by suit or suits in equity or at law to enforce the rights of the bondholders in the several cases of default on the part of the Railroad Company, or its successors, herein specified, in the manner and subject to the qualifications herein expressed upon the requisition of bondholders as herein provided, as follows:

First: If the Railroad Company, or its successors, shall make any default in payment of any principal or interest of said bonds, or any one of them, according to the tenor thereof, or of the coupons thereto annexed, or any of them, then and in such case, upon a requisition in writing signed by the holder or holders of said bonds outstanding hereunder, to an aggregate amount of not less than one-fifth thereof, and a proper indemnification by said holder or holders of the said trustee against the costs and expenses to be by it incurred, it shall be the duty of the said trustee to enforce the rights of the bondholders under these presents, by entry, sale or suit or suits in equity or at law, as it, being advised by counsel learned in law, shall deem most expedient for the interests of the holders of all the said bonds; provided, nevertheless, that it shall be lawful for two-thirds in interest of the holders of said bonds for the time being, by an instrument under their hands and seals, to direct the said trustee to waive such default upon such terms as may be directed by the said two-thirds in said instrument. And it is hereby provided that no action taken by the trustee, or by the bondholders under this clause, shall prejudice or in any manner affect the powers or rights of said trustee or of the said bondholders in the event of any subsequent default.

Second: If the Railroad Company, or its successors, shall make default or breach in the performance or observance of any other covenant, condition, obligation or requirement by the said bonds, or by these present duly imposed on the Railroad Company or its successors, then and in such case the trustee shall, upon a requisition in the manner aforesaid, of not less than one-fifth interest of the bondholders for the time being, and upon a proper indemnification, by such applying bondholders of said trustee against the costs and expenses to be incurred by it, enforce the rights of the bondholders under these presents, in the manner by the first clause of this article provided, subject to a power in two-thirds in interest at any time to direct, in the manner aforesaid the said Trustee to waive such default or breach upon reparation therefor, to the satisfaction of such two-thirds, being made. And it

is hereby provided that no action taken by the said trustee, or by the bondholders under this clause, shall prejudice or in any manner affect the powers or rights of the said trustee, or of the bondholders, in the event of any subsequent default or breach.

Article VIII.

The action of the Trustee herein in regard to enforcing to any extent the lien created by this mortgage, either by taking possession or by sale at auction, or by lease, or by resort to judicial proceedings, or by any means authorized or contemplated hereby, shall be at all times subject to the control of two-thirds in interest of the holders of said bonds, their wishes being expressed in writing to the said trustee. And it is hereby further expressly agreed that in the event of default by the Railroad Company in the payment of principal or interest of said bonds, or otherwise, two-thirds in interest of the bondholders for the time being shall have the right to agree upon a plan or scheme of reorganization, which plan or scheme, when agreed upon in writing and signified to the trustee, shall govern its action thereafter

Article IX.

The said trustee, shall, upon the written request of the Railroad Company, convey or release to the person or persons, corporation or corporations, designated by the Railroad Company, any lands or property which shall be certified by the chief engineer of the Railroad Company, as not necessary for use in connection with the said Railroad either then or at any time thereafter, provided said trustee shall be satisfied of the correctness of such certificate in fact; and said trustee shall consent to any such change in the location of the track or depots, bridges or other buildings and structures of said Railroad Company as the chief engineer of the said Railroad Company shall certify is expedient provided said trustee shall be satisfied of the correctness of such certificate, and make and deliver such conveyances as may be necessary to carry the provisions hereof into effect, upon receiving the fair and reasonable value of the property conveyed; and the Railroad Company may, from time to time, dispose of, according to its discretion such portions of the equipment, machinery and implements as may at any time held or acquired for the use of the Railroad Company as may have become unfit for such use, replacing the same by a like amount of new, and all the property acquired for replacing any of the property conveyed under the provisions of this article shall immediately become, without any other act or conveyance upon the part of the Railroad Company, subject to the operation and lien of these presents.

Article X.

The party of the first part doth hereby covenant, promise and agree, to and with the party of the second part, and its 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 or to grow due thereon, according to the tenor thereof; and will also, pay all taxes legally assessed on the property hereby mortgaged before any penalty for non-payment thereof shall accrue or be imposed by law; and will, also, take all such measures, and make all such payments as may be necessary to prevent any other lien or charge attaching to the premises or property hereby mortgaged or to any or any part of the same that shall or may be superior to the lien of these presents and it is expressly stipulated that the attaching of any such superior lien or charge shall, ipso facto, constitute a breach of this covenant: 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 use or interpose or take advantage of any extension law, stay law, redemption law or any other law of the State of Wisconsin, or any other state into which its road may be extended, now in force or which may hereafter be in force, in said state, and which may in any way repair, affect, retard or impede the rights or remedies of the holders of the said bonds, or of the party of the second part, or of its successors, as herein declared, or which shall effect any means or mode of perfecting, enjoying or enforcing any rights, interests or remedies as the same are herein declared and set forth: and also that it will cause this instrument to be recorded in such public offices as may be necessary to secure and preserve the priority of the lien thereof upon any and all the property now or hereafter covered thereby, or intended so to be; and, also, that it and its successors will, from time to time, upon request of the trustee, execute such other or further instruments as may be necessary in law, to the more effectual securing of the lien of these presents.

Article XI.

Subject to the security hereby created for the due payment of the said bonds, and the principal moneys and interest thereon, and for the performance and observance of the covenants, conditions, obligations and requirements thereby, or by these presents, imposed upon the Railroad Company and its successors, said trustee shall stand possessed of all and singular the premises hereinbefore expressed to be conveyed, and the property and effects for the time being representing the same, in trust for the Railroad Company, its successors and assigns and upon and immediately after the due completion of all such payments and the due performance and observance of all such covenants, conditions, obligations and requirements, said

trustee shall re-convey all and singular the said premises, property and effects to the Railroad bompany, its successors and assigns, or as it or they shall direct.

Article XII.

It is mutually agreed by and between the parties hereto that the expressions "The Trustee and "said Trustee", as used in these presents shall be construed to mean the trustee for the time being; and it is mutually agreed by and between the parties hereto that the trustee shall not be answerable for any defect in the manner of recording this instrument, or for any error or mistake made by it in good faith, but only for gross negligence or wilful default of its duties as trustee, and also, that every such trustee shall be intitled to just compensation for all services which it has rendered or may render, in this trust, including a reasonable compensation for such attorneys and counselors, agents and servants as it may properly employ in carrying out the said trust, to be paid by the Railroad bompany, or its successors; and said Railroad bompany covenants that it will pay the same upon demand, and the claim of said trustee for such compensation is hereby made a first lien upon said trust estate; and in the event of the resignation, declination or inability to act on the part of the said Trustee, it shall be the duty of the Railroad bompany within ten days after notice thereof to it to give notice to the bondholders by advertisement for four successive weeks in some daily newspaper published in the city of St. Paul, of a time and place of meeting for the election of a trustee, at which meeting a majority in interest of the bonds there represented may with the concurrence of the Railroad bompany in the choice of said majority, elect or appoint a trustee, and in the event of the failure to call a meeting as aforesaid or that the Railroad bompany and said majority cannot agree upon a trustee, then, upon application of one fifth in interest of said bondholders and notice to the Railroad bompany, and such notice by advertisement as the court applied to may direct, a trustee may be appointed by any judge of any court of the United States having general jurisdiction over any territory within which any part of the line or lines of road of said party of the first part may be situate. Upon the election or appointment of any such trustee at any meeting as aforesaid, a statement or certificate of such election or appointment shall be made, showing the amount of said bonds represented at such meeting, and the amount thereof voting for the trustee so elected or appointed; which statement or certificate shall be signed by the president, chairman or secretary of said meeting, and by the proper officers of the Railroad bompany, and

said statement or certificate shall have attached thereto a copy of said printed notice, with proof of publication thereof. If any appointment of trustee shall be made by a judge of such United States court, as hereinbefore provided, some party applying for such appointment shall procure the appointment to be signed by said judge making the same, attested by the clerk of said court, and shall have attached thereto a copy of the application for such appointment, and said statement or certificate of election or appointment at said meeting, or the appointment of the trustee, signed by said judge as aforesaid, as the case may be, shall be filed with the Secretary of the State of Wisconsin, and the person or persons, or corporation or corporations, named in such statement or certificate in any such judge's appointment shall thereupon be and become the trustee for the time being under these presents, as fully to all intents and purposes, as if this present deed had in the first place been executed and delivered to such person or persons or corporation.

In Witness Whereof, the said party of the first part, the Minnesota and Wisconsin Railroad bompany, has caused these presents to be signed by its president, sealed with its corporate seal, and countersigned by its secretary, and to testify its acceptance of said trust, the said St. Paul Title Insurance and Trust bompany has likewise caused the same to be signed by its president and secretary, and sealed with its corporate seal, the day and year first above written.

Minnesota and Wisconsin Railroad bompany.
By.... E. D. Baffington
President.

Corporate Seal.

James W. Jones
Secretary.

St. Paul Title Insurance bompany.
By... Maurice Auerbach
President.

Corporate Seal.

James W. Jones
Secretary.

Signed, Sealed and Delivered in presence of
L. A. Pettingill
J. W. McLatchem
} As to Railroad bompany.

L. A. Pettingill
J. W. McLatchem
} As to the Trust bompany

State of Minnesota } ss.
County of Ramsey

I, the undersigned, a notary public within and for said County and State, do hereby certify that on this 2nd day of December, A. D. 1896, personally came before me E. D. Biffington President and G. W. Jones, Secretary, to me personally known, who being by me duly sworn, said Biffington did depose and say that he is the President, and said Jones did depose and say that he is the Secretary of the Minnesota and Wisconsin Railroad Company; that they know the corporate seal of said corporation; that the seal affixed to the within conveyance is such corporate seal; that said instrument was signed and sealed by them on behalf of said corporation by authority of its Board of Directors; and they did each acknowledge said instrument to be the free act and deed of said Minnesota and Wisconsin Railroad Company and they acknowledged the same.

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

(Notarial Seal)

L. A. Pettingill
Notary Public
Ramsey County, Minnesota

State of Minnesota } ss.
County of Ramsey

I, the undersigned, a notary public within and for said County and State, do hereby certify that on this first day of December, A. D. 1896, personally came before me Maurice Auerbach President, and James W. Jones, Secretary, to me personally known, and each being first duly sworn the said Auerbach did say that he is the President, and the said Jones did say that he is the Secretary of the St. Paul Title Insurance and Trust Company; that they know the corporate seal of said corporation; that the seal affixed to the within conveyance is such corporate seal, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that they did acknowledge said instrument to be the free act and deed of said St. Paul Title Insurance and Trust Company and they acknowledged the same.

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

(Notarial Seal)

L. A. Pettingill
Notary Public
Ramsey County
Minn.

State of Minnesota } ss.
County of Ramsey

I, Edward H. Rogers, clerk of the District Court in and for said county, which court is a court of record, having a seal, do hereby certify that L. A. Pettingill by and before whom the foregoing acknowledgments were taken, was, at the time of taking the same, a notary public residing in said county, and was duly authorized by the laws of said state to take and certify acknowledgments and proofs of deeds of lands in said State, and further that I am well acquainted with the hand writing of said L. A. Pettingill and that I verily believe that the signature to said certificate of acknowledgment is genuine

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said court this 2nd day of December A.D. 1896

(District Court Ramsey Co. Minn.)

Edward H. Rogers. Clerk of the District Court.
By --- H. A. Linberg ---
Deputy Clerk.

State of Wisconsin } ss
Department of State.

Received this 4th day of December A. D. 1896 at 10 o'clock A. M. and recorded in Vol. 10 of R. R. Mortgs. and Trust Deeds on pages 472 - 489.

H. C. Vanderook.
Assistant Secretary of State.

Indexed

Income Mortgage

Minnesota and Wisconsin Railroad Company

to

St. Paul Title Insurance and Trust Company, Trustee

Dated. December 1. 1896.

Securing $390,000 of Income Bonds.

This Indenture, made and entered into this first day of December, A. D. 1896. by and between the Minnesota and Wisconsin Railroad Company, a corporation duly organized and formed under the laws of the state of Wisconsin, party of the first part, and the St. Paul Title Insurance and Trust Company, a corporation duly organized under and pursuant to the laws of the state of Minnesota, party of the second part. Witnesseth:

That Whereas, the said Minnesota and Wisconsin Railroad Company has been duly organized under and pursuant to the laws of the state of Wisconsin and is fully authorized and empowered under and by virtue of the laws of said state to construct, own and equip maintain and operate railroads, and is fully authorized by the laws of said state of Wisconsin and by its charter, and has acquired the ownership of a line of railroad extending from a point of connection with the Wisconsin Central Railway at Emerald, in the county of St. Croix and state of Wisconsin, and thence in a southerly direction through Woodville at or point of junction with the Chicago St. Paul, Minneapolis and Omaha Railway, in said St. Croix county and thence in a southerly direction via. Wildwood, in said county of St. Croix, to Spring Valley, in the county of Pierce and state of Wisconsin; and is also the owner of the necessary and proper equipment, buildings, erections, side tracks, switches and other property appurtenant to said railroad, and said company also having power, under the laws of the state of Wisconsin, to borrow such sums of money as may be necessary for its corporate business and to issue and dispose of, by sale or exchange, its bonds or obligations in any amount necessarily borrowed for said purpose and in such sums and at such rate of interest as it may deem advisable, and to mortgage and convey by deed of trust its corporate property and franchises, and the income thereof, to secure the payment of any debt contracted, or to defray any expenditure by said railroad company, and also has power to sell its said bonds and obligations at such rates and prices as said railroad company may deem proper, and as may be authorized by the laws of the state of Wisconsin, and

Whereas, the said Minnesota and Wisconsin Railroad Company has duly executed its first mortgage or deed of trust to the party of the second part, as Trustee, to secure its first mortgage bonds bearing five per cent. interest to the extent of an amount equal to $7,500 per mile of the said railroad, which said mortgage or trust deed, and the bonds thereunder, bear date the first day of December A. D. 1896, and

Whereas, said sum of $7,500 per mile is insufficient in amount to acquire, complete, furnish and equip said railway, and to acquire certain other obligations and bonds upon said property, which said party of the first part deems it for its interest and necessary to acquire, and the shareholders and board of directors of said party of the first part, by and under the authority conferred by law upon said corporation, for the purposes aforesaid and to discharge the debts against said property, have duly resolved to make an issue of income bonds, bearing interest at the rate of 5 per cent. per annum payable semi-annually, said interest to be payable at the end of each six months after June 1, 1897, out of the net income of said railroad company, if any, earned during said period, after the payment of the operating expenses, reasonable repairs and replacements and ordinary additions, increasements and betterments, and also the payment of interest on said first mortgage bonds, and the provision of a reasonable fund for renewals and repairs, said income bonds to mature January 1, 1927, and to be of the denomination of $1000 each, payable in gold, and not to exceed in the aggregate the sum of $390,000, at the rate of $15,000 per mile of said railway track laid and railway constructed, completed, equipped and now in operation by said party of the first part; and said stockholders and board of directors having duly resolved to secure the payment of such issue of income bonds by a mortgage or trust deed made by the said party of the first part to the said party of the second part in the terms of this indenture, to be a lien on all the property, rights, franchises and interest of the said party of the first part second only to the first mortgage and trust deed, and the bonds under it, hereinbefore referred to, and for that purpose the stockholders and board of directors of the said party of the first part have duly authorized the officers of the said Minnesota and Wisconsin Railroad Company, party hereto of the first part, to make, execute and deliver its income bonds in the sum of $1000 each, to be secured by this indenture, and substantially in the following form, that is to say:

No. $1000

United States of America. State of Wisconsin.

(Satisfaction of this mortgage recorded in Vol. 12 of R. R. Mortgages, page 556)

Income Mortgage Bond.

This certifies that the Minnesota and Wisconsin Railroad Company hereby acknowledges itself to be justly indebted unto the St. Paul Title Insurance and Trust Company in the sum of one thousand dollars, lawful money of the United States, payable to the bearer hereof on the first day of January, in the year of our Lord 1927, in gold coin of the United States of the present standard of weight and fineness, at the office of said Trust Company in St. Paul, Minnesota.

The said Railroad Company does further promise to pay to the bearer or holder hereof, at said office, such interest in like gold coin on the principal of this bond, not, however, to exceed 5 per cent. in any one year, as the directors of said Railroad Company shall semiannually, beginning with the half year ending December 31, 1897, during the currency of this bond, first and declare; the half years instalment of interest to be due and payable out of the net earnings of the line of railroad belonging to said Railroad Company. Such interest instalments shall be fixed and declared by the board of directors of said Railroad Company in each half year, beginning with the half year ending December 31, 1897, until the maturity hereof, in accordance with the provisions of the mortgage and trust deed of even date herewith, executed by said Minnesota and Wisconsin Railroad Company unto the St. Paul Title Insurance and Trust Company of the city of St. Paul, Minnesota, as trustee, pledging the line of railroad of said Railroad Company, and its net earnings and income, upon certain terms and conditions therein stated, as security for the payment of the principal of this bond, and also such interest thereon as shall be half yearly fixed and declared by the board of directors.

It is expressly agreed that the interest herein provided for is not to be cumulative, and that no interest is under any circumstances to be due and payable except out of the net earnings applicable to such purpose and when the amount shall have been ascertained and declared by said board of directors. When any amount of interest is so fixed it shall be payable as of that half year, and when payment thereof is made it shall be indorsed hereon.

Each successive holder hereof accepts this bond subject in all respects to the conditions and terms and limitations of the mortgage and trust deed aforesaid, executed by said Railroad Company to the said St. Paul Title Insurance and Trust Company, and waives all right of action against the said Railroad Company upon this bond, except under and in accordance with

the terms of such mortgage and trust deed.

No bond of this issue shall be valid or obligatory on the said railroad company until certified by the said trustee.

In Witness Whereof, the said Minnesota and Wisconsin Railroad Company has caused its corporate seal to be hereunto affixed and these presents to be executed by its president and its secretary this first day of December, A. D. 1896.

Minnesota and Wisconsin Railroad Company.

By..... President.

Attest:

..... Secretary.

(Corporate Seal)

And that such bonds shall be duly executed by and under the seal of the said party of the first part and signed by its president, attested by its secretary, and such bonds after such execution may be delivered to the party hereto of the second part, who shall, within the terms and conditions of this indebtedness, sign the following certificate indorsed upon each bond.

Trustee's Certificate.

The St. Paul Title Insurance and Trust Company hereby certifies that this bond is one of the series of bonds described in the within mentioned mortgage, which mortgage has been duly executed.

St. Paul Title Insurance and Trust Company

By..... President

And that such certificate of such trustee shall be sole and conclusive proof that the bonds so certified are secured by this indenture, and that said party of the first part having executed and delivered to the said party of the second part, and said party of the second part having certified the said bonds so, or at any time delivered to it, shall deliver the bonds so certified upon the order in writing of the president of the party of the first part at the rate of $15,000 per mile of the railroad main line, exclusive of sidings and switches of the party of the first part, not exceeding the aggregate amount of $390,000.

Now Therefore This Indenture Witnesseth: That the said Minnesota and Wisconsin Railroad Company, party of the first part, for and in consideration of the premises and of one dollar to it paid by the party of the second part, before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and for the purpose of securing the payment of the principal and such interest as may under the conditions of these presents

income due on the said 390 income bonds of $1000 each, according to the tenor hereof, hath granted, bargained, sold, assigned, released and conveyed, and by these presents doth grant, bargain, sell, assign, release and convey unto said party of the second part, and its lawful successor or successors, all and singular the Minnesota and Wisconsin Railroad Company's line of railway, beginning at a point of connection with the Wisconsin Central Railway at Emerald, in the county of St. Croix and State of Wisconsin, and running thence in a southerly direction thru Woodville, at a point of junction with the Chicago, St. Paul, Minneapolis and Omaha Railway, in said St. Croix county, and thence in a southerly direction and wholly in said county of St. Croix to Spring Valley, in the county of Pierce and State of Wisconsin, the main line of which is twenty-six (26) miles in length, exclusive of switches and sidings, and including the roadbed and superstructure and the right of way and all lands, real estate, rails, tracks, side tracks, bridges, viaducts, buildings, depots, station-houses, car-houses, engine-houses, machine shops, ware-houses, turn-tables, water tanks, fuels, structures, erections, fixtures and appurtenances, and all other things of whatever kind thereunto belonging or in any wise appertaining, which have been or may be acquired, provided or purchased for use upon or in connection with said railroad, and all other lands acquired or designated for depots, warehouses and other structures at either terminus, as well as along the line of said railroad and also all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, furniture or other chattels now or hereafter belonging or appertaining thereto, and all other property both real and personal of every kind and description, except fuel and supplies, which shall be hereafter acquired or purchased for use of or upon said railroad, and all rights, privileges and franchises (whether corporate or other) which the said party of the first part hath and can exercise, or shall hereafter acquire or become possessed of, in, to, upon or in respect of said railway, or necessary for the construction, maintenance or operation of said railroad, or any part thereof, or in any way belonging or appertaining, or which may hereafter belong or appertain to the same, or any part thereof, and also including all the rents, issues, profits, tolls and other incomes of said railroad company and also release the said Trustee, or its successor or successors, shall at any time hereafter lawfully enter into possession of the said railroad, with its appurtenances, hereby mortgaged, or have a receiver appointed for the same, any and all fuel or supplies intended for use in and about the operation, repair or maintenance of said railway, which said railroad company may have on hand at the time said Trustee shall enter into possession, or at the time of such receivership being granted or applied for may own or possess, or be entitled to in respect of said railroad company, and all other property and effects, both real and personal, which said railroad company, at such time of the Trustee so entering into possession or the granting of or application for such receivership, may own or possess or be entitled to, in respect of said railroad company.

To Have and To Hold, all and singular the property, real and personal, with the rereditaments and all and singular the chartered rights and privileges, liberties and franchises, and all the rights and things in action hereby conveyed, or purporting or hereby intended to be conveyed, unto the said party of the second part, its successor or successors, forever; subject however to said first mortgage above mentioned, and the bonds thereby secured, and

In Trust, nevertheless, for the person or persons, firm or firms, and bodies politic and corporate, who shall at any time become and be from time to time the purchasers, holders, or owners of the said income bonds, or any or either of them, and for the purposes and on the conditions herein expressed.

And it is hereby declared that the trusts, uses and purposes, agreements and conditions upon which the premises, railroad, lands, rights of way, licenses, easements and other property, real, personal and mixed, aforesaid, and the franchises, rights, privileges and immunities above mentioned are conveyed to and are to be had, held and disposed of by the said party of the second part, and subject to which agreements and conditions the bonds secured hereby are issued, and are to be held by each and every holder of such bonds are as follows, namely:

Article I. The said party of the first part shall make, execute and deliver to the said Trustee, the party of the second part, the 390 bonds to be secured hereby, for one thousand dollars each, under the terms of this indenture; and the said bonds shall be certified and issued by the Trustee and delivered as aforesaid, to the said railroad company upon the order of the president of said railroad company, and such order or request for the delivery of bonds to said railroad company, signed by the president of said company shall be sufficient and final evidence to the said Trustee of the authority of said Trustee to countersign or certify and deliver said bonds, or any of them, to said railroad company: provided

that anything herein contained shall be construed as requiring the said Trustee, party of the second part hereto, to inquire into the application of the funds, or of the bonds herein and hereby secured, which it may certify, pay or deliver over on the orders of the party of the first part, executed by its President as herein stated and set forth.

Article II. The term "net earnings", as used in this mortgage, and in the bonds to be issued hereunder, is hereby defined as meaning the earnings of the said railroad company, party of the first part hereto, after the payment of prior interest charges on the first mortgage bonds hereinbefore referred to, and after paying the taxes, assessments, operating expenses, and for ordinary repairs and replacements, and enlargements additions, increasements and betterments of the said railroad and of its depots, buildings, shops and rolling stock, and the provision of a reasonable fund for further renewals and repairs, after such payments and provisions, then all and every part and the full amount of the remainder of the net earnings for any such period of six months as above provided, shall be applicable to the payment of the interest on said income bonds at that time outstanding and unpaid, not exceeding, however, two and one half per cent. for such period of six months and if said net earnings be in excess of the amount required for any such period to pay the interest on said outstanding income bonds, then the surplus shall be disposed of by the board of directors of the party of the first part in dividends on stock, or otherwise, as they may determine to be lawful and right, but if said net earnings during any period of six months shall be insufficient in amount to pay the full amount of the interest at the rate above specified on the then outstanding income bonds then the directors shall declare a pro rata amount in interest on all the outstanding income bonds without discrimination or preference, and the said board of directors shall make a statement of such net earnings and the amount of any such income bonds outstanding on or before ten (10) days prior to the time such interest is payable, according to the terms of this indenture, and declare the amount of interest then due and payable for the current period out of said net earnings.

Article III. The said Trustee, party of the second part hereto and its successor or successors in the trust, shall, at all reasonable times have full and free access to all books of account, accounts and vouchers of the said party of the first part, its successors or assigns, for the purpose of ascertaining the facts, which tend to prove that "net earnings" within the definition aforesaid have been, or will be, realized by it, or to prove to the contrary and this right shall be specifically enforced, both at law

and in equity.

Article IV. Until default shall be made in the payment of the principal of, or of the interest upon, said income bonds, or some of them, according to the terms of this indenture, and until any such default shall have continued for a period of one year, the said party of the first part shall be suffered and permitted to possess, manage, operate and enjoy the said hereinbefore described property, railroad and franchises, and every part thereof, with the equipments thereof, and the appurtenances thereunto belonging, and to take and use the tolls, incomes, rents, issues and profits thereof in the same manner and with the same effect, as if this deed had not been made.

Article V. If the party of the first part shall well and truly pay the principal of the said income bonds, and every of them, and all interest thereon, when the same shall have been declared and become earned and payable according to the true intent and meaning of these presents, then and in that case all the estate, right, title and interest of said party of the second part, and its successor or 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 VI. In case default shall be made in the payment of any interest when it has been declared and become due and payable on any of said income bonds, issued according to the tenor hereof, and if such default shall continue for a period of one year after payment has been demanded, at the place said bonds are payable, then and thereupon the principal of all the income bonds hereby secured shall be and become immediately due and payable, Provided, the Trustee under this mortgage give written notice to said party of the first part, its successors or assigns, while such default continues of its option to that effect, which notice it shall be bound to give if required in writing so to do, by the holders of one fifth in amount of all such income bonds then outstanding. That in case the premises and property hereby conveyed, or any portion thereof, are sold under and by virtue of the lien of the prior first mortgage herein referred to, or of any other lien having priority over this indenture, then the principal of all the bonds hereby secured and then outstanding shall be and become immediately due and payable simultaneously with such sale.

Article VII. That in such case, or upon the principal of such income bonds becoming in any other way due and payable and remaining unpaid, in whole or in part, after demand thereof the said Trustee may, in its discretion, and shall, on the written request of the holders of one-half of all such income bonds then out-standing

take, with or without entry or foreclosure, actual possession of said railroad, and of all and singular the property, things and effects hereby conveyed, and personally, or by agent or attorney, manage and operate the same, and receive all the tolls, rents, income and profits thereof, until such time as the said bonds and the interest thereon fully paid and satisfied, and it shall apply the money so received by it: first, to the expenses of the trust hereby created, the management of said railroad and its appurtenances, and such repairs thereof as may be needed to keep the same in good working order; next, to the payment of whatever may be justly due and payable under liens of any kind having priority over this mortgage in order of their priority, (including the first mortgage of the said party of the first part hereinbefore referred to); next, to the payment of interest that has been earned and declared and yet unpaid, upon the income bonds hereby secured, with lawful interest upon delayed interest, and afterwards to the payment of the principal of the said then outstanding and unpaid income bonds. ——

Article VIII. That the said trustee upon becoming entitled to take possession of the railroad and property aforesaid, may in its discretion and shall, on the written request of the holders of at least one half in amount of the then outstanding income bonds, hereby secured, cause the said premises so mortgaged to be sold either as an entirety, or in such parcels as it may deem necessary or proper, having due regard to the interests of all parties, subject to the lien of the said first mortgage of the party of the first part hereinbefore referred to, at public auction, in the city of Hudson, Wisconsin, to the highest bidder, giving at least six weeks notice of the time, place and terms of such sale, and of the specific property to be sold, and whether the same will be sold as an entirety or in parcels, by publishing such notice in a newspaper of general circulation in the city of Hudson, and in a newspaper of general circulation in the city of St. Paul, Minnesota, at least one in each week for said period of six weeks, and upon receiving the purchase money therefor the said Trustee shall execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple, subject, however, to the lien of the prior and first mortgage hereinbefore referred to, which sale and conveyance shall forever be a bar against the party of the first part, its successors and assigns, and all persons claiming under them, of all right, estate, interest or claim in or to the premises, property, things franchises, privileges and immunities so sold, or any part thereof, whether said Trustee is in possession thereof or not, and the receipt of said Trustee shall be

a full and sufficient discharge to such purchaser or purchasers, and no purchasers holding such receipt shall be liable for the proper application of the purchase money, or in any way bound to see that the same is applied to the uses of this trust, or in any manner answerable for its loss or misapplication, or be bound to inquire into the authority for making such sale, and such sale to a purchaser in good faith shall be valid whether such notice is given or not, and whether default in payment has been made or not. ——

Article IX. That the said Trustee shall, after deducting from the proceeds of said sale the costs and expenses thereof, and of the execution of this trust, and all payments for taxes, assessments and annual fees, and its own reasonable compensation, apply so much of the proceeds as may be necessary to the payment of the principal and interest remaining unpaid upon the said then outstanding income bonds, with interest on overdue interest, down to the time of sale, without giving preference to either principal or interest, it being the intention of this indenture, that, so long as the railroad and its appurtenances shall be managed by said Trustee, agent or receiver under it as a going concern, the net income shall be applied to the payment of interest in preference to the principal, but that, after a sale of the railroad and its appurtenances, no such preference shall be made in the distribution of the proceeds. ——

Article X. That upon any sale of the premises, whether by the Trustee or under judicial process, the holders of the income bonds hereby secured, or any of them, or the said Trustee, on behalf of all such bondholders, shall have the right to purchase upon equal terms with other persons, and it shall be the duty of the said Trustee, if so required in writing at a reasonable time before such sale, by the holders of at least a majority in amount of such outstanding income bonds secured hereby, and upon being offered at the same time adequate indemnity against all liabilities to be incurred thereby, to make such purchase on behalf of all the income bondholders, at a reasonable price, if part only of the property hereby conveyed is sold, or in case the whole property is sold, at a price not exceeding the whole amount of principal and interest due or accruing upon the said bonds together with the expenses of the proceedings and sale, and the income bonds secured by this mortgage, shall be receivable at such sale as cash for the amount of cash which would be payable on such bonds out of the proceeds of such sale. ——

Article XI. That in case of the purchase of said property or any part thereof, by the said Trustee, the same shall be held

for the benefit of all bondholders requiring the same to be purchased as aforesaid in proportion to their respective interests in the said income bonds, and the property thus purchased shall be conveyed to such persons or corporations as may be designated by a majority in value of such bondholders present at a meeting of the said bondholders in the city of St. Paul, regularly called by the said Trustee upon reasonable public notice, published in a daily newspaper in general circulation in said city of St. Paul, and notice by mail to such holders of said bonds so far as known to said Trustee; Provided, That such conveyance shall be made upon such terms as will, in the judgment of said Trustee, secure to each and every such income bondholder his just proportion of interest in the property purchased as aforesaid.

Article XII. That in no case shall any claim, benefit or advantage be taken by the party of the first part, its successors or assigns, or any appraisement, appraisement, extension or redemption laws, to prevent such sale or sale as aforesaid, or to prevent the same being absolute, and nothing herein contained shall be construed as limiting the right of said Trustee to apply to the courts for a judgment or decree of foreclosure and sale under this indenture, or for the usual relief in the courts of such proceedings, and the said Trustee may in its discretion apply to any competent court for relief by way of foreclosure, or otherwise, if so advised by counsel learned in the law instead of taking possession of, or selling the said property when required to do so by said bondholders. _____

Article XIII. The party of the first part, its successors and assigns, shall and will, make, execute and deliver to the party of the second part, and its successors in the trust herein created all such further deeds, instruments and assurances as may from time to time be necessary, or as the party of the second part, its successor or successors in the trust, may be advised are necessary, for the better securing to the party of the second part, and its successor or successors in trust, the premises hereby conveyed, and for carrying out the objects and purposes of this indenture _____

Article XIV. The said Trustee may, upon the written request of the party of the first part, its successors or assigns, convey or release any lands, tenements or hereditaments which it may cease to use for its corporate purposes, by reason of any change of location of its station-houses, buildings or yards, or by reason of any change of the track of said railroad, or for

any other good reason, provided that, at the same time such instruments shall be executed as will cause the lien of this mortgage to attach to all the lands, tenements and hereditaments taken and used by the party of the first part, its successor or assigns, in place of the lands disused as aforesaid, and in case of the sale of any such lands, without exchanging them for other lands, the proceeds of such sale, if any, remaining after complying with the provisions similar to this in the first or prior mortgage hereinbefore referred to, shall be paid to the said Trustee and be by it divided and paid pro rata upon all said income bonds then outstanding. _____

Article XV. In case of resignation, removal from office or other disqualifying causes, or incapacity to act by said Trustee, such a vacancy in the trust may be filled by any court of competent jurisdiction upon the petition of the holders of one-third in amount of all the income bonds hereby secured and then outstanding, and upon reasonable notice to the party of the first part, its successors and assigns, and from the time that such successor in the trust shall have been appointed he or it shall be the Trustee under this instrument and from thence forward such person or corporation so appointed as the successor in this trust, shall be vested with the same powers, rights and interest, and charged with the same duties and responsibilities as if he or it had been named as Trustee in this instrument, although any further assurance, conveyance act or deed by the party of the first part in regard to said Trustee. _____

Article XVI. The said Trustee, party of the second part, shall not, while administering the trusts herein and hereby created, be liable for the acts or defaults of others, or of any agent or person employed by it in any capacity, or for anything except its own wilful negligence or misconduct; and said Trustee shall only be required to exercise in good faith upon its part its best judgment in the selection and appointment of such persons and agents to aid in the administration of this trust. _____

Article XVII. The words "Trustee" or "said Trustee" wherever used in this instrument, shall be construed to mean the Trustee for the time being, whether original or substituted; and whenever a vacancy has been created and a successor in trust has been appointed, to mean the succeeding trustee. _____

In Witness Whereof, the said Minnesota & Northwestern Railroad Company, party of the first part, in pursuance of authority conferred upon it by law, and by a resolution of its board of

directors, has caused this indenture to be subscribed in its name by its President and attested by its Secretary, and the corporate seal of said company to be affixed hereto; and the said party of the second part, for the purpose of testifying to its acceptance of the trust hereby created has caused this instrument to be subscribed in its name by its President and attested by its Secretary, and its corporate seal to be affixed hereto, the day and year first above written.

Minnesota and Wisconsin Railroad Company.

By..... E. D. Baffington

President.

Attest: James N. Jones.

Secretary.

Signed sealed and delivered in presence of } L. A. Pettingill, L. W. M. Butcher

St. Paul Title Insurance and Trust Company.

By..... Maurice Auerbach

President.

Attest: James N. Jones.

Secretary.

Signed, sealed and delivered in presence of } L. A. Pettingill, L. W. M. Butcher

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State of Minnesota } ss.
County of Ramsey }

On this 2nd day of December, A. D. 1896, before me appeared E. D. Baffington and J. N. Jones, to me personally known, and who being by me duly sworn did say, each for himself, that the said Baffington is the President, and the said Jones is the Secretary of the Minnesota and Wisconsin Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Baffington and Jones acknowledged said instrument to be the free act and deed of said corporation, and said Baffington and Jones acknowledged the same.

L. A. Pettingill
Notary Public
Ramsey County
Minn.

State of Minnesota } ss.
County of Ramsey }

On this first day of December, A. D. 1896, before me appeared Maurice Auerbach and J. N. Jones to me personally known, and who being by me duly sworn did say, each for himself, that the said Auerbach is the President, and the said Jones is the Secretary of the St. Paul Title Insurance and Trust Company, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Auerbach and Jones acknowledged said instrument to be the free act and deed of said corporation, and said Auerbach and Jones acknowledged the same.

L. A. Pettingill
Notary Public
Ramsey County, Minn.

State of Minnesota } ss.
County of Ramsey }

I, Edward G. Rogers, clerk of the District Court in and for said county, which court is a court of record, having a seal, do hereby certify that L. A. Pettingill by and before whom the foregoing acknowledgments were taken, was, at the time of taking the same, a notary public residing in said county, and was duly authorized by the laws of said State to take and certify acknowledgments and proofs of deeds of lands in said State, and further that I am well acquainted with the handwriting of said L. A. Pettingill and that I verily believe that the signature to said certificate of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court this 2nd day of December, A. D. 1896.

Edward G. Rogers
Clerk of the District Court
by G. A. Limburg, Deputy Clerk.

State of Wisconsin } ss.
Department of State }

Received this 4th day of December A. D. 1896, at 10 o'clock A. M. and recorded in Vol. 10 of R. R. Mortgs. and Trust Deeds on pages 490-503.

G. E. Vanderveer
Assistant Secretary of State.

Articles of Agreement

between

The Haskell and Barker Car Company

and

Henry Whitcomb and Howard Morris

Receivers

Wisconsin Central Railroad Company.

Articles of Agreement, made this 20th day of November, A.D. 1896, between the Haskell and Barker Car Company of Michigan City, Indiana, party of the first part, and Henry J. Whitcomb and Howard Morris as receivers of the railways and properties of the Wisconsin Central Company and of the Wisconsin Central Railroad Company, appointed such receivers by orders entered September 27th, A. D. 1893, in two suits pending in the Circuit Court of the United States for the Eastern District of Wisconsin, wherein John A. Stewart and Edwin H. Abbot, as Trustees, are complainants, and in one of which suits the Wisconsin Central Company is defendant, and in the other of which suits the Wisconsin Central Railroad Company is defendant, parties of the second part:

Whereas the parties of the second part are now managing and operating, under orders of said court, the properties and railways of said two Wisconsin Companies, and are desirous of purchasing for the benefit of said properties and to be used in the proper operation thereof, one thousand (1,000) box freight cars, upon monthly payments as hereinafter set forth, and have had negotiations with the party of the first part for the purchase from it of one thousand (1,000) box freight cars, and have applied to the said court for authority, as such receivers, to purchase from the party of the first part said one thousand (1,000) box freight cars, and have submitted to said court the contract hereinafter made, for its approval, and said court has in each of said suits entered an order attested copies whereof are hereto attached:

Now, Therefore, the said parties agree as follows:

First: The party of the first part, in consideration of the covenants and agreements of the parties of the second part hereinafter contained, agrees to sell to the parties of the second part one thousand (1,000) standard box freight cars to be built in conformity with the specifications hereto attached and made part of this contract, marked Exhibit "A".

The said cars are to be delivered by the party of the first part upon the railroad lines of the parties of the second part, in the city of Chicago, Illinois, at the point where deliveries of freight cars are usually made to said parties of the second part by the Michigan Central Railroad Company. Such delivery of said cars is to commence within forty (40) days after the execution of this agreement and is to be continued at the rate of not less than fifteen (15) cars per day thereafter, until all of said one Thousand (1,000) cars are delivered; subject, however, to delays caused by strikes, fires or other contingencies beyond the control of the party of the first part.

Second: Said one thousand (1,000) cars are to be marked and lettered according to the specifications hereto attached marked Exhibit "B", and are to be numbered from 10,000 to 11,999 inclusive, even numbers only being used. There is also to be placed on each side of each of said cars, an iron plate marked "Haskell and Barker Car Company, Owners", and the parties of the second part agree that the said owner plates shall be kept in such position until the terms of this agreement shall have been fully performed.

Third: The parties of the second part are to furnish to the party of the first part, at its works at Michigan City, Indiana, the Westinghouse Air Brake equipment usually furnished by that company, including the cylinders and reservoirs, to be used in the construction of said one Thousand (1,000) cars, and when said air brake equipment is applied it shall become a part and parcel of said cars. All other material is to be furnished by the party of the first part, and shall be of the highest class of its kind, and subject to the inspection and acceptance of the authorized agent of said parties of the second part.

Fourth: The parties of the second part agree to pay to the party of the first part for said cars the sum of five hundred nineteen Thousand four hundred forty-two dollars and eighty cents ($519,442.80) in equal monthly instalments of eight Thousand six hundred fifty-seven dollars and thirty-eight cents ($8,657.38) each, the first of said instalments to be paid on the first day of June, A. D. 1897, and one of the other instalments to be paid upon the first day of each month thereafter until all of said instalments shall have been fully paid. Said instalments shall not bear interest before the time when they respectively become due, but each of said instalments shall bear interest, after maturity, at the rate of seven per cent (7%) per annum. All moneys due under this contract shall be payable at the principal offices of said parties of the second part in Milwaukee, Wisconsin

Fifth: An option is hereby given the parties of the second part to prepay any or all of the stipulated payments hereinbefore provided for, and in case of any such prepayment, there shall be paid on each such stipulated payment its present worth at time of such prepayment, computing interest at the rate of six per cent (6%) per annum for the time before its maturity, to-wit: Such sum of money as shall when interest thereon at the rate of six (6) per cent in per annum (not compound) from the date of such payment to the due day of said stipulated payment is added thereto, shall precisely equal the amount of such stipulated payment. ———

Sixth: The title and ownership of said cars are to remain in the party of the first part until the parties of the second part shall have fully performed all their agreements herein contained and until said cars shall have been paid for in full. ——

Seventh: The party of the first part, in addition to the vendor's lien on said cars hereby reserved shall also have a lien to secure the payments herein provided for, upon all the properties of which said parties of the second part have been appointed receivers, in the manner and to the extent provided for and given in and by the said order of court hereinbefore recited.

Eighth: The parties of the second part agree to pay all taxes that may be assessed upon the said cars. ———

Ninth: If default shall be made by the parties of the second part in the payment of any of said instalments of the purchase money as the same may become due or in the performance of any of the agreements herein contained, and such default shall continue for thirty (30) days, the party of the first part shall have the right to reclaim and take possession of said cars, or any one or more of them, wherever the same may be and recover them from the possession of the parties of the second part, or any person or corporation having possession of the same, and sell or otherwise dispose of the same as it shall think proper; and upon any such default continuing for said thirty (30) days, the parties of the second part agree, upon demand of the party of the first part, to deliver each and every of said cars to the party of the first part, in Washington City, Indiana, free of all charges to the party of the first part. ———

Tenth: When all the payments required by this agreement shall have been fully made, said cars shall become the property of the parties of the second part without further transfer or conveyance. ———

In Witness Whereof the parties hereto have executed this agreement in triplicate the day and year first above written

Haskell and Barker Car Company
By John H. Barker
President.

Attest: Nathaniel P. Rogers
Secretary

Receivers of Wisconsin Central Company and Wisconsin Central Railroad Company. } H. L. Whitcomb (Seal)
Howard Morris (Seal)

State of Indiana } ss.
County of La Porte }

On this 30th day of November, A. D. 1896, before me appeared John H. Barker, to me personally known, who being by me duly sworn, did say that he is the President of the Haskell and Barker Car Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John H. Barker acknowledged said instrument to be the free act and deed of said corporation ———

Charles Porter.
Notary Public.
County of La Porte.
Indiana.

(Notarial Seal)

State of Wisconsin } ss
County of Milwaukee }

I, Geo. W. Webster a notary public in and for the state and county aforesaid, do hereby certify that on this 27th day of November, A. D. 1896, personally appeared before me Henry L. Whitcomb and Howard Morris, personally known to me to be the identical persons who signed the foregoing instrument and acknowledged that they, as receivers as therein recited, executed said agreement as their free and voluntary act, for the uses and purposes therein set forth ———

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal this 27th day of November, A. D. 1896.

Geo. W. Webster.
Notary Public
Milwaukee County
Wisconsin

(Notarial Seal)

Wisconsin Central Company.
Wisconsin Central Railroad Company.
H. J. Whitcomb. Howard Morris, Receivers.

Specification

for a

34 ½ foot Box Car.

60000 Pounds Capacity

November 20th 1896.

Specification for a 34 ft. box car body and trucks. 60.000 pounds capacity.

[redacted]

General Dimensions.

Length out to out of end sills 34°. 8". Width out to out of side sills 8°. 9".
Length inside 34°. 0". Width inside 8°. 3¼". Height top of floor to bottom of car lining 7°. 2".
Width of side door opening 5°. 0". Height of side door opening ..... 6°. 10".
Width of end door opening 2°. 0". Height of end door opening ..... 2°. 11¾".
Total length of running board 36°. 1". Distance between centers of body bolsters 24°. 8"
Top of rail to top of running board 1°. 3½". Top of rail to top of brake stem 1°. 9"
Top of rail to center of draw bar 2°. 10½". _____

Kind and Quality of Lumber and Timber.

Side Sills of Long Leaf Yellow Pine. Side and Brace. First quality, thoroughly dry
Center Sills .. .. Georgia Pine.
Intermediate Sills .. .. Side and End Sills. First Quality, thoroughly
Auxiliary Sills .. .. dry Georgia Pine.
Side Plates .. .. End Plates. First quality, thoroughly dry
Ridge Pole .. .. Georgia Pine.
Purlins .. .. Carlins. First quality, thoroughly dry.
End Sills .. White Oak. Georgia Pine.
Needle Beams .. .. .. Side and end door stiles. First quality,
Draft Timbers .. .. .. thoroughly dry Georgia Pine
Dead Woods .. .. .. Door Rails and Braces. First quality
Side Door Posts .. .. .. thoroughly dry Georgia Pine.
End Door Posts .. .. .. Roofing. Corner boards. First quality
Corner Posts .. .. .. thoroughly dry Georgia Pine.
Intermediate Posts .. .. .. Roofing, Lap boards. of White Pine
Door Stops .. .. .. Side door sheathing " " "
Door Trackrails .. .. .. End door sheathing " " "

Door Shields of White Pine Running Boards of Norway Pine
Roof Blocks of Norway .. Flooring of Norway or Yellow ..
Grain Strip .. .. .. Side and End Fascia " Clear Norway ..
Inside Lining .. .. .. Outside Sheathing .. .. Washington Fir.

All lumber used in cars shall be cut from live and thrifty trees, must be straight grained, free from sap, wane edges, shake, large knots, loose and black knots, black or loose hearts, and other objectionable features. Sills and plates, needle beams, draft timbers, dead woods, carlins, posts, braces, girths etc. must be reasonably well seasoned. All lumber such as flooring, inside lining, out side sheathing, side and end doors, roofing, fascia, must be thoroughly seasoned or kiln dried. _____

Framing and Construction.

Camber: The body of car to have one inch camber at center, measured from a straight line drawn from bottom of both end sills. Diagonal braces to be of such length as to move this camber and the body truss rods to be adjusted accordingly. _____

Side Sills: The side sills to be 5" x 9" to have double tenons on each and 1½" thick, 1½" long, reduced to 3½" wide, and secured to end sill by ¼" angle plate bolted to side and end sill by four ⅝" bolts through corner bands, sills to be gained ⅜" deep where posts are bolted on. —

Intermediate Sills: The intermediate sills to be 5" x 9" to have double tenons on each end 1½" thick, 1½" long full width of sill.

Center Sills: The center sills to be 5" x 9" to have double tenons at each end 1½" thick, 1½" long full width of sill and gained to receive draft timber keys. _____

Auxiliary Sills: There will be two auxiliary sills 3½" x 9", one on each side between side and intermediate sills, resting on needle beams and secured to needle beams at each end by one ⅝" bolt.

End Sills: The end sills to be 6" x 9" mortised to receive tenons of all longitudinal sills; holes bored to suit truss rods, deadwood, bolts, framing rods, angle irons, brake stem rest, draft timbers etc. and gained ⅜" deep for end posts. _____

Needle Beams: There will be two needle beams 4½" x 9½" gained on top ½" deep to receive all longitudinal sills, and secured at the intersection of each sill by one ¾" bolt with washer under head and nut when coming in contact with wood. _____

Dead Woods: _____

There will be two deadwoods 4½" x 7½" x 2°. 2" long, reversed on top, each, to be fitted with angle iron protection plates, as shown on drawing and secured to end sill with two ¾" bolts and to draft timbers and carry irons with four ⅞" bolts and two draw bar thimbles. Bolt head and nuts to have washers under

each when coming in contact with wood.

Body Bolsters: There will be two double plate body bolsters, top 7in 7/8" x 8", bottom 1" x 8" fayed to shape in the manner shown, 6" between plates at center, secured together at ends with four 3/4" bolts, each filled with malleable iron center plates and gray iron side bearings; malleable iron filling wedges between plates over side bearings and malleable iron distance block in center between draft timbers. Bolster secured to each side sill by two 3/4" bolts and to each center and intermediate sill by one 7/8" bolt. a 2" hole through center for king bolt. All holes in bolster plates to be drilled

Center Pins: Two center pins of soft steel 17/8" diameter of sufficient length to extend 2" through top plate of bolster, and secured in position by steel key with ring.

Truss Rods: There will be four 1¼" truss rods with ends upset to 1½" filled with malleable iron open turn buckles at center and secured at ends by 1½" square nuts. Center rods to have cast washers between nuts and end sills and side rods to have cast washers between corner bands and end sill.

Rods must be drawn to a good bearing on bolster saddles and truss rods, struts and needle beams to have a slight camber in the center.

Side Door Posts: Side door posts projecting 3/8" beyond siding will be 4'1⅝" x 4" and must be relished to 1¼" at bottom and 7/8" at top to bolt to sill and plate. Rabbeted on outside for sheathing and inside for lining and gained for end of girths. Secured to sill and plates by three 5/8" bolts to each post, two in sill and one in plate.

End Door Posts: End door posts to be 2 7/8" x 5", must be relished to 1¼" thick at bottom to bolt to end sill and 7/8" thick at top to bolt to plate, rabbeted on outside for sheathing and inside for lining. Secured to sill by two 5/8" bolts and to plate by one 5/8" bolt to each post.

Corner Posts: Corner posts to be 5" x 5¼", must be cornered to 7/8" thick both top and bottom for sill and plate, and rabbeted on outside for sheathing and inside for lining and bored for tie rods.

Transom and Intermediate Posts: Transom and intermediate posts to be 2 7/8" x 5", must be relished to 1¼" thick at bottom to bolt to side sill and 7/8" thick at top to bolt to side plate. Secured to sill by two 5/8" bolts and to plate by one 5/8" bolt per post.

Side Braces: There will be twelve side braces 2" x 7" cut in diagonally between posts and fitted with malleable iron pockets at bottom on sill. Eight braces to be bored diagonally for center rods and all braces to be grooved at ends where they come in contact with sill and plate tie rods.

End Braces: There will be four end braces 2" x 6" cut in diagonally between posts to have malleable iron pockets at bottom end on sill and grooved at both ends for sill and plate tie rods.

Side Plates: The side plates will be 3½" x 7" beveled on top to suit slant of roof mortised for carlins and end plates. Must be bored for framing rods, post bolts, fascia, and corner band bolts.

End Plates: End plates will be ¾" x 13¼" must have double tenons at each end 1¼" thick by 1½" long and relished to 13¼" wide, grooved for end plate tie rods, and gained for ridge pole and purlines; bored for vertical rods and fascia corner band bolts.

Framing Rods: There will be 16 vertical framing rods passing down 1" from posts with 1/4" x 2 1/4" wrought iron washers top and bottom; washers let in on plate to let top of nut come flush with top of plate. There will be eight 3/4" center rods, with nuts on top bearing on angle plates, to suit angle of rods, and let in to allow top of nut to come flush with top of plate and with cast bevel washers at bottom on sill. There will be two 5/8" rods passing horizontally through grooves of end plate and secured by 5/8" nuts at ends bearing on fascia corner bands. There will be two 5/8" rods passing through and horizontally on top of end girth secured at ends with 5/8" nuts bearing on girth corner bands. There will be four 5/8" corner post anchor rods extending from transom post through corner post over girth, in the manner shown.

Girths: There will be two girths, one on each side, 2 7/8" x 5" gained for posts and braces, bored for framing rods and rabbeted for inside lining and secured at the intersection of each post and brace by two 2¼" No. 14 screws. End girths to be 4" x 5" finished in the same manner. Girths to have inside and outside corner bands secured by 1/2" carriage bolts.

Carlines: There will be eleven carlines 1¾" x 9¼", with single tenons on each end 1½" long and 1¾" thick and gained for ridge pole and purlines.

Purlines: There will be two purlines 1¾" x 4" secured to each carline and end plate by two 3" barbed nails. And two purlines 1¾" x 7" secured to each carline and end plate by four 3" barbed nails. All purlines to be bored ¼" deep to receive carlines and end plates.

Ridge Pole: Ridge Pole to be 2 3/4" x 4 1/2" must be secured to each car. line by one 7/8" bolt with wrought iron washer under head and nut bolt in on top to come flush with top of Ridge Pole and secured to each end plate by two 1/2" x 4 1/2" long screws. Head to be let in flush with wrought washer under head.

Roof Tie Rods: There will be five 5/8" rods passing through side plates at side of every alternate carline and secured at ends with 5/8" nuts and washers on outside of side plate, also four 5/8" side and end plate corner rods passing diagonally across corner and secured at each end with 5/8" nuts and washers.

Roofing: Roof to be of wood of first quality, two courses, dressed to 7/8" x 5 1/4", matched and water grooved. The first course of boards to be secured to ridge pole, purlins and side plates with 2" No. 10 barbed wire nails. Three nails to each board on plate and two nails at each other crossing, and painted with mineral paint before the top course is laid. The second course to be laid with break joints with the lower course and nailed with 2 1/2" No. 10 barbed wire nails, two nails at each crossing.

Roof Binder: There will be one roof binder 7/8" x 2 1/2" bevelled from each edge to enter to suit slope of roof and secured by 3" barbed nails not over 6" apart on each side of binder.

Inside Lining: Inside Lining to be 7/8" x 5 1/4" tongued and grooved, each piece to be secured at intersection of each post by Three 2" No. 10 barbed nails.

Flooring: Flooring to be 1 3/4" Thick not less than 5" or more than 8" wide; each piece of flooring will be secured to each sill by not less than Three 4" barbed nails. Flooring to be dressed, tongued and grooved or shiplapped.

Grain Strip: A strip 2 1/4" x 2 1/4" forming an angle of 45° will be placed between posts and against sheathing on sides and ends of car, secured to flooring by 2 1/2" No. 9 barbed nails not more than eight inches apart.

Outside Sheathing: Outside sheathing to be 7/8" x 5 1/4" dressed and matched and double headed on face; each piece secured to plate by Three 2 1/2" No. 9 barbed nails, and to each girth by Three 2" No. 10 barbed nails and to sill by five 2 1/2" No. 9 barbed nails.

Fascia: Side fascia to be 1 3/4" x 5", beveled on top to suit slope of roof, rabbeted underneath 1" to receive siding and headed on lower edge on face, and secured with twenty-two 1/2" bolts through plates. End fascia to be 7/8" x 5" at end and to run straight across secured to end plate by not less than eighteen No. 7 barbed nails.

Running Boards: There will be Three running boards 1" x 5 1/2"

and secured at the intersection of each saddle block by three 2 1/2" No. 10 barbed nails, each saddle block secured to roof by six 2" barbed nails running boards to project beyond fascia about 6" and be supported at each end by two wrought iron brackets which will be secured to running boards by 3/8" carriage bolts and to end of car by 1/2" lag screws. Saddle blocks to be 2" x 2 1/2" x 1' 6 1/4" long. Twenty-five in number.

Doors: Side doors to be hung, trimmed and secured with the Dunham steel door track; malleable iron sheave and hangers, and provided with an open stop bracket in addition to that furnished with the Dunham equipment, also cinder guards 1/4" x 1 3/4" iron secured to back edge. End doors to be hung and secured with wrought iron hook brackets in most approved manner. All doors to have stop for full length 1 7/8" x 2" secured to posts by 1/2" lag screws, and threshold plates 3/16" x 3 3/4". Rub strips 3/16" x 1 1/4" iron secured to bottom edge outside with wood screws.

Draft Timbers: To be framed for Williamson draw bar attachment, gained on top for keys and deadwood and secured to center and end sills with 7/8" bolts.

Butting Strips: 5" x 5" to be fitted closely between ends of draft timbers and needle beams and between needle beams, and secured to center sills with 5/8" bolts.

Couplers and Attachments: Cars will be equipped with M.C.B. couplers and the Williamson draw bar attachment. Make of coupler to be designated by Receivers, and the design of stem to be as shown on drawing. Couplers to be made in accordance with Mas. Cont. specification and subjected to the tests therein prescribed. The draw bar attachment to be guaranteed by Car Builder.

The maximum height from top of rail to center of draw bar as fixed by the Safety Appliance Act of March 2nd. 1893, shall be maintained without resort to temporary adjustment of any nature.

Ladder Irons, Steps and Hooks: Ladder irons and hand holds to be made of 5/8" round iron secured with 1/2" carriage bolts and 1/2" lag screws. Steps to be made of 1/2" x 2" iron secured by 5/8" lag screws. Ladder irons, hand holds etc. treated as shown in drawing.

Corner Bands: There will be a steel or malleable corner band on each corner of car over sill, and secured to car as shown. There will be inside and outside corner bands on girths and plate secured by 1/2" carriage bolts.

To Prevent Injury to Lading: All exposed corners of posts, braces and girthing to be rounded off with a coarse file, and all bolt heads in exposed places on inside of car to be oval or flush. Nuts on inside of car to be avoided when practicable.

Hand Brakes: There will be a wrought iron brake shaft fitted with ratchet wheel, pawl and brake chain secured at top by cast iron roof plate and at bottom by wrought iron rest and other guides as shown. There will be a safety guard made of 3/4" round iron secured to roof of car by 1/2" carriage bolts and to end fascia by 1/2" x 3" lag screws.

Air Brakes: The car will be equipped with Automatic Air Brakes. All holes in air brake connections to be drilled and pipes well secured to car. Unit sections to be uniform and interchangable. After bending and before application, pipes, also all cocks and valves shall be blown out by steam and thoroughly cleaned. The complete application to car to be done in a thoroughly workmanlike manner and strictly in accordance with drawing furnished.

Trucks: Williamson's all metal truck, diamond pattern, rigid outer, complete with metal brake beams and fittings as per blue print attached. Wheel Base, 5' 2". Center of Journal Bearings 6' 3", Center of Side Bearings 5' 0". Size of Journals 4 1/4" x 8".

Springs: To be Open Hearth steel and warranted to carry the weight of car loaded. Each spring to be stamped with the Makers name or Trade mark and guaranteed by the Car Builder for a period of five years.

Journal Boxes and Covers: The boxes to be gray iron and covers malleable, and to have the letters "M.C." cast on each. Suitable dust guards will be provided and the boxes packed with good clean wool waste which has been thoroughly saturated for not less than 48 hours in best grade of Galena Freight Car Lubricating Oil.

Journal Bearings and Key. To be of M.C.B. standard form and dimensions for 60000# cars. Bearings to be solid brass, lead lined, one part tin, and seven parts copper. Lining 1/16" thick. Key to be made of malleable iron.

Wheels: To be cast iron 33" diameter weighing 600# guaranteed for five years service, make to be approved. On the back of each wheel cast the letters "M.C.B." record numbers furnished by this company to be cast or stamped on. Wheels must be bored carefully and mounted on axle in accordance with M.C.B. standard gauges: pressure not less than 35 tons or more than 45 tons.

Axles: To be made of open hearth steel and to conform strictly to M.C.B. standard for 60000# capacity cars, subject to M.C. test and inspection. The kind of material and Makers

name or initials must be stamped plainly midway between ends, and date of application to car and record number furnished by The R. R. Co. in same relative position on opposite side of axle.

Screw Threads, Bolt Heads and Nuts: Must conform strictly to U.S. standard. Elastic nuts to be used singly on all bolts except as may be especially provided for. Truck bolts usually fitted with jam nuts shall have a split key of proper size next to the nut as additional security.

Quality of Wrought Iron: All iron specified to be good quality forged and otherwise made up in a substantial and workmanlike manner. All wrought iron to be of exact dimensions as shown or specified and to have a Tensile strength of 49,000 lbs. per square inch.

Quality of Cast and Malleable Iron: All cast or malleable iron shown or specified to be of best quality, free from sand, rough or uneven surface, blow holes and other defects.

Painting and Lettering: The body of car to have Three coats of Princess Mineral Paint mixed with boiled linseed oil and first quality Japan in usual proportions; nail holes to be carefully filled with putty after first coat. All joints, tenons, mortises and framing to be coated with Lenoline oil. The lettering to be in accordance with blue print attached and to have two coats of white lead in oil; color of trade mark to be black with white border. Truck to receive one coat of Mineral Paint of same quality as that used on the body and to be marked as indicated on print above referred to.

Weighing: Each car shall be weighed separately, the weighing witnessed by M.C. Inspector and weight stenciled on car as per drawing.

Material and Workmanship: The material used in the construction of these cars must be of the best, each of its kind, free from all defects, and the work must be done in the best workmanlike manner. The car builders will call the attention of the Receivers in writing to any deficiency in the specifications or drawings, which form a part of same, which may be discovered, and it is further agreed that no variation from these specifications will be permitted, except as mutually agreed between parties in interest.

Inspection and Delivery: The Receivers reserve the right to place one or more Inspectors at the shops of Car Builders to examine the work as it progresses and who shall have authority to reject any of the material used in the construction of any of the cars which may not be strictly in accordance

with this specification, said Inspectors may at any time in the
course of the Work make such examination of details as in their
judgment may be necessary, and any disagreement between the
Inspectors and Iron Builders as to workmanship or material
will be referred to The Supt. of the Building Bureau of the Department
of Public Works for his decision, which shall be final, and no iron shall be
shipped finally accepted by The Architects unless and until
the same shall have been inspected and passed by Their Supt.
of the Building Bureau on The Premises. Each piece of Iron

with this specifications; said Inspectors may at and before the assembling thereof, make such examination of details as in their judgment may be necessary, and any disagreement between the Inspectors and Car Builders as to workmanship or material will be referred to The Supt. Motive Power and Cars of the Receivers for his decision, which shall be final, and no car shall be deemed finally accepted by The Receivers unless and until the same shall have been inspected and passed by Their Supt. Motive Power and Cars on The Pitts. Junc. Tracks mentioned in the contract. These specifications and drawings anticipate a car finished and complete in every detail ready for service, when delivered as per contract. If within one year next after the delivery of the cars, owned hereby respectively it should be discovered that any of the material used in the construction thereof respectively was not strictly in accordance with these specifications. the car builders will replace all such defective material with the kind specified free of cost to The Receivers. and The builders further agree that in the event of their failure from any cause to make such replacement upon notification to do so. The Receivers may furnish such material and labor as may be necessary to make the cars conform strictly to these specifications and charge the cost thereof to the Builders.

The Receivers shall furnish for each car and deliver to the Car Builders at their works. at their own expense. the following articles appurtenant to the air brakes: "Westinghouse Schedule No. 1. freight car equipment". Each. every and all other articles materials and labor shall be furnished and performed by the Car Builders at their own expense and The latter shall indemnify The Receivers and their Successors in Estate against all cost demands. liability and expense growing out of the use or employment of any patented article or device in the cars owned hereby. other than the Automatic Air Brake.

[redacted]

[redacted]

Order Granting said Petition.

United States Circuit Court. Eastern District of Wisconsin

John A. Stewart, et al., Plaintiffs. } In Equity.
vs.
Wisconsin Central Company, Defendant.

John A. Stewart, et al., Plaintiffs.
vs.
Wisconsin Central Railroad Company, Defendant. } In Equity.

November 20th. A. D. 1896.

This day came on to be heard the petition of Henry J. Whitcomb and Howard Morris as Receivers of the Wisconsin Central Company and as Receivers of the Wisconsin Central Railroad Company, filed the 16th day of November, A. D. 1896, praying for leave to enter into a contract with the Haskell and Barker Car Company, of Michigan City, Indiana, in respect to the purchase by said Receivers, for the benefit of their trust estate, of one thousand (1000) Box Freight Cars, upon the terms and conditions mentioned and set forth in a certain contract between said Haskell and Barker Car Company and said Receivers, in the form thereof annexed to their said petition as Exhibit "B"; and the answers of Messrs. John A. Stewart and Edwin H. Abbott, Trustees, as plaintiffs, and the Wisconsin Central Company and the Wisconsin Central Railroad Company as defendants thereto. The Court being now fully advised in the premises, and after hearing counsel, it is upon motion of Howard Morris, counsel for said Receivers, now hereby Ordered, Adjudged and Decreed as follows: First: Henry J. Whitcomb and Howard Morris as Receiver of The Wisconsin Central Company and as Receivers of The Wisconsin Central Railroad Company, are hereby authorized and directed to execute and deliver in triplicate originals the contract between them as such Receivers of the Wisconsin Central Company and of the Wisconsin Central Railroad Company, and the Haskell and Barker Car Company, to be dated as of date hereof, in the form annexed to their said petition, marked Exhibit "B"; upon condition, however, that said Haskell and Barker Car Company shall, upon its part, sign, seal, execute and deliver said contract in triplicate originals and shall deliver two thereof to the Receivers as aforesaid.

Second: The reservation of vendor's lien by and in behalf of said Haskell and Barker Car Company, upon the said one thousand (1000) box freight cars, in and by said contract provided to be sold, furnished and delivered to the Receivers as

aforesaid, is hereby ratified, confirmed and approved.

Third. Said Receivers are hereby authorized and directed, from and out of moneys currently received by them from time to time and without further order, to make the payments mentioned and provided to be by them made in said contract, as the same mature; subject, however, to the payments which have heretofore ordered by this court to be made by said Receivers out of the trust estate in their possession, and the income thereof.

Fourth. In order further to secure payment to the Haskell and Barker Car Company of the respective sums of money in and by said contract stipulated and agreed to be paid to them by the Receivers herein, in addition to the vendor's lien therein reserved by, and herein confirmed unto, said Haskell and Barker Car Company, there is hereby created in favor of said Haskell and Barker Car Company, a lien upon the property of the Wisconsin Central Company, owned by the mortgage of said Wisconsin Central Company, mentioned and set forth in the bill of complaint herein, dated July 1, 1887, and upon the property of the Wisconsin Central Railroad Company, owned by the mortgage of said Company, mentioned and set forth in the bill of complaint herein, dated January 1, 1879, and upon the income of said property prior to the liens of said mortgages, respectively, and all liens subordinate thereto, to the extent of such portion of the indebtedness hereinbefore authorized to be created by the Receivers herein to the Haskell and Barker Car Company, as shall from time to time be and remain unpaid pursuant of the terms of said contract; provided, That nothing herein contained shall in any wise be construed in any manner whatsoever to affect the lien of that portion of the first series bonded indebtedness, to-wit: $1,522,000, face value of first series bonds, or of that portion of the second series bonded indebtedness, to-wit: $12,000, face value of second series bonds of the Wisconsin Central Railroad Company, which is now outstanding in the hands of the public, it being intended that this order shall postpone to the lien hereby created in favor of the Haskell and Barker Car Company the lien of that portion only of the first series bonds, to-wit: $2,205,000, face value, and of the second series bonds to-wit: $5,302,500, face value, respectively, of the Wisconsin Central Railroad Company, upon the property of said last named company, which said first series bonds and second series bonds are now held by or for the benefit of the first mortgage and income bonded indebtedness of the Wisconsin Central Company; and Provided, further, That

nothing herein contained shall be construed to affect or prejudice any liens upon any portion of the property of said Wisconsin Central Company or The Wisconsin Central Railroad Company respectively, which have heretofore been made prior in lien thereupon to the lien of the first mortgage of the Wisconsin Central Company in respect to the property of the Wisconsin Central Company, or prior in lien thereupon to the lien of the first mortgage of the Wisconsin Central Railroad Company in respect to the property of the Wisconsin Central Railroad Company, by the predecessors in interest and title of said companies respectively or to affect or prejudice any lien heretofore created or any charge heretofore imposed by this Court upon any of said properties respectively or upon the income thereof.

(Signed) Jas. G. Jenkins.
United States Circuit Judge.

United States of America } ss.
Eastern District of Wisconsin }

I, Edward Kurtz, Clerk of the Circuit Court of the United States of America, for the Eastern District of Wisconsin, do hereby certify that I have compared the foregoing with its Original now on file and of record in my office, and that the same is a true and correct copy of an order made by said Court in the case of John A. Stewart et al vs. Wisconsin Central Railroad Company.

In Testimony Whereof, I have hereunto set my hand, and duly affixed the seal of the said Court, at the city of Milwaukee, in said District, this 27th day of November in the year of our Lord, one Thousand eight hundred and ninety-six and of the Independence of the United States, the 121st.

Edward Kurtz, Clerk.

U.S. Circuit Court Seal Eastern Dist. of Wis.

State of Wisconsin } ss.
Department of State }

Received this 7th day of December, A. D. 1896 and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on page 504-520.

H. E. Vanderwerk
Assistant Secretary of State

Washburn, Bayfield and Iron River Railway Company

To

Bayfield Harbor and Great Western Railroad Company.

Assignment.

Whereas, The Washburn, Bayfield and Iron River Railway Company was duly organized to build a certain line of railway from the unincorporated village of Washburn, one of its eastern termini, northwesterly to a junction point situated on or near Section Nineteen (19) Township Forty-nine (49) north of Range Six (6) west, and from a point on Lake Superior on or near Section Six (6) Township Fifty (50) north of Range Three (3) west near the unincorporated village of Bayfield, another of its eastern termini, northwesterly to the east fork of Sand River; thence southwesterly to the aforesaid junction point on or near said Section Nineteen (19). Thence southwesterly to Section Seven (7) Township Forty-seven (47) north of Range Eight (8) west in the unincorporated village of Iron River;

Whereas said Railway Company on the 9th day of August, 1895, submitted a proposition to the County of Bayfield that the County of Bayfield aid in the construction and equipment of the line of railroad above specified, under the provisions of Sections 942, 945, 946 and 948 of the Revised Statutes of Wisconsin and acts amendatory thereof to the amount of two hundred and forty Thousand dollars ($240,000), in the manner following, to-wit: that said County subscribe for two hundred and forty thousand dollars ($240,000) par value of the capital stock of said Railroad Company, and issue its negotiable bonds for said amount in payment of said subscription for stock; and

Whereas by said proposition the railroad proposed to be built, and for which aid was so to be given, was divided into six sections. The first and second sections of which extend from Washburn to said junction point, and the third and fourth of which extend from said junction point southwesterly to the unincorporated village of Iron River and the fifth section of which extends from a point on or near Lake Superior on or near Section Six (6), Township Fifty (50) north of Range Three (3) west in a northwesterly direction twelve miles to the east fork of Sand River, and the sixth section of which commences at the northwesterly end of said section five and extends in a westerly and southerly direction to said junction point in Section Nineteen (19), Township Forty-nine (49) north of Range Six (6) west; and

Whereas by said proposition the funds set apart to build

the fifth section of said road amount to Thirty Thousand dollars ($30.000) and to build the sixth section amount to twenty five Thousand dollars ($25.000) and that the bonds set apart to build the third and fourth sections of said road amount to eighty-seven Thousand and five hundred dollars ($87.500); and

Whereas said proposition provides that the contract for the building of each of the sections of road therein mentioned should be deemed separate and distinct and whenever any one of said sections should be completed and operated, and whenever said railway company or its assigns should earn or become entitled to the said municipal bonds on any of the said sections of said railroad, the said railway company or its assigns should be entitled to and should receive the bonds for such section to the amount stated in said proposition; and

Whereas, said proposition was duly submitted to the legal voters of said Bayfield County and by them accepted; and

Whereas said county has subscribed for two hundred and forty Thousand dollars ($240.000) par value of the capital stock of said railway company and has issued its corporate bonds agreeably to the proposition hereinbefore referred to, and said bonds and said stock have been duly deposited in escrow with the Milwaukee Trust Company in accordance with said proposition; and

Whereas the Bayfield Harbor and Great Western Railroad Company is a corporation duly organized and authorized by law to construct a line of railway from some point on Lake Superior on or near said Section Six (6) Township Fifty (50) north of range Three (3) west, thence in a westerly and southerly direction over the route embraced in the third, fourth, fifth and sixth sections mentioned in the aforesaid proposition of said Washburn, Bayfield and Iron River Railway Company to said county of Bayfield, and desires to take by assignment and transfer all the rights, privileges, title and interest possessed and held by said Washburn, Bayfield and Iron River Railway Company in and to the subscription and said bonds of said Bayfield County pertaining to or to be earned by the construction of the third, fourth, fifth and sixth sections of said railroad mentioned in said proposition, subject, however, to the terms and conditions hereinafter stated,

Now Therefore, in consideration of the premises and the sum of one dollar to it in hand paid, the receipt whereof

is hereby acknowledged, the said Washburn, Bayfield and Iron River Railway Company does hereby sell, transfer, assign and set over to said Bayfield Harbor and Great Western Railroad Company all the rights, privileges, title and interest which it holds and possesses in and to the said subscription and bonds of the said county of Bayfield pertaining to or to be earned by the construction of the fifth and sixth sections of the railroad mentioned and described in said proposition of said Washburn, Bayfield and Iron River Railway Company to said County of Bayfield, together with the rights and privileges of constructing a railroad over and through said sections five and six so as to earn and be entitled to receive the said amount of Thirty Thousand dollars ($30.000) and the said amount of twenty five Thousand dollars ($25.000) of bonds or any or either part thereof.

To Have and To Hold the rights, privileges, title and interest aforesaid, to it and its successors and assigns forever, provided however, that if said Bayfield Harbor and Great Western Railroad Company, its successors or assigns, shall fail to construct said railroad through said section five, being the first twelve miles thereof, commencing at its eastern terminus in or near said section six on or before the first day of July, 1898, then this instrument shall be void; otherwise it shall remain in full force and virtue.

Said Washburn, Bayfield and Iron River Railway Company its successors and assigns, in consideration of the premises, will and does hereby agree to give to said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, equal running rights over the third and fourth sections of said railroad as described in said proposition when constructed, for the trains, engines and cars of said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, and also the trains, engines and cars of such other railroad companies as said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, may do business with or desire to have run over said railroad through said sections five and six, and each of the companies so using the tracks for their engines, cars and trains over said sections three and four of said railroad shall pay such proportion of the expense of maintainance thereof as its mileage shall bear to the whole amount of mileage thereon. And in case said Bayfield Harbor and Great Western Railroad Company, its

successors or assigns, shall construct said railroad throughout over said section five on or before the first day of July, 1898. and in case the said Washburn, Bayfield and Iron River Railway Company, its successors and assigns, shall fail to construct said third and fourth sections of said railroad on or before the first day of July, 1898, then said Washburn, Bayfield and Iron River Railway Company, its successors and assigns, will and hereby does agree to assign, transfer and set over to said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, all the rights, privileges, title and interest which it holds and possesses in and to the subscription and bonds of said county of Bayfield pertaining to, or to be earned by the construction of the said third and fourth sections of said railroad described in said proposition, together with the right and privilege of constructing said railroad over and through said sections three and four so as to earn and be entitled to receive the said eighty-seven thousand and five hundred dollars ($87,500) of bonds, or any part thereof.

To Have and To Hold the rights, privileges, title and interests aforesaid, to it and its successors and assigns forever, provided that in case of the construction by said Washburn, Bayfield and Iron River Railway Company, its successors or assigns of the railroad through sections one and two mentioned in said proposition, the said company, its successors or assigns shall have the same running rights on the railroad through said sections three and four, if constructed by said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, upon the payment of the same proportion of expense of maintenance thereof as are hereby given to said Bayfield Harbor and Great Western Railroad Company, its successors and assigns, over said sections three and four if constructed by said Washburn, Bayfield and Iron River Railway Company, its successors or assigns; and provided further, that in case of the construction by said Washburn, Bayfield and Iron River Railway Company, its successors or assigns, of the railroad through sections one, two, three and four, the said company, its successors or assigns, shall have the right to run its engines, cars and trains over the track of the fifth and sixth sections of said railroad if constructed by said Bayfield Harbor and Great Western Railroad Company, its successors or assigns, upon

paying such proportion of the expense of maintenance of said track as its mileage shall bear to the whole amount of mileage thereon; and provided further that the trains, engines and cars passing over the tracks of said sections first, second, third, fourth fifth and sixth shall be and be subject to all reasonable rules and regulations of the company constructing and owning such tracks.

In Witness Whereof the said Washburn, Bayfield and Iron River Railway Company has caused its corporate seal to be hereto affixed and these presents to be signed by its president and countersigned by its secretary this 19th day of September A.D. 1896.

In presence of
R. D. Pike
J. J. Mahon

(Corporate Seal.)

Washburn, Bayfield and Iron River Railway Company.
By. W. E. McLord. President.
Countersigned. John A. Jacobs
Secretary.

State of Wisconsin } ss.
Bayfield County }

On this 12th day of October 1896. personally came before me the above named W. E. McLord, president and John A. Jacobs, secretary of the Washburn, Bayfield and Iron River Railway Company to me known to be the persons who signed the foregoing instrument of assignment and acknowledged that they executed the same freely and voluntarily on behalf of said Railway Company as such president and secretary for the uses and purposes therein mentioned, and the said W. E. McLord and John A. Jacobs being by me severally and duly sworn did depose and say that the corporate seal affixed to said instrument was the corporate seal of said Railway Company and was so affixed as well as their signatures thereto by order of the board of directors of said Railway Company.

A. J. Knight
Notary Public. Ashland County
Wisconsin

State of Wisconsin } ss.
Department of State }

Received this 17th day of December. A. D. 1896. at 9 o'clock A. M. and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 521-525.

G. E. Henderson
Assistant Secretary of State

Minnesota Commercial Company

to

Minnesota & Wisconsin Railroad Company.

Deed.

This Indenture, made this first day of December in the year of our Lord one thousand eight hundred & ninety six, between the Minnesota Commercial Company, a corporation created, organized and existing under and by virtue of the laws of the state of Minnesota, party of the first part, and the Minnesota & Wisconsin Railroad Company, a corporation organized and existing under and by virtue of the laws of the state of Wisconsin, party of the second part, ——

Witnesseth: That said party of the first part, for and in consideration of the sum of one dollar ($1.00), to it in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, and of other good and valuable considerations by said party of the second part paid and performed, has given, granted, bargained sold, remised, released, aliened, conveyed and confirmed and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto said party of the second part, its successors and assigns, forever, the following described real property, situated in the counties of St. Louis and Pierce, in the State of Wisconsin, to-wit:

All of the railway rolling-stock by said The Minnesota Commercial Company heretofore leased or turned over to the Minnesota & Wisconsin Railway Company, a corporation of said state of Wisconsin, and more particularly described as follows:

Sixteen (16) flat cars, numbered one (1) to sixteen (16) inclusive, having a capacity of twenty (20) tons each; six (6) box cars, numbered two hundred (200) to two hundred and six (206) inclusive; one (1) work train caboose car, numbered three hundred (300); one (1) combination caboose car, numbered three hundred and one (301); one passenger coach, numbered A-2; one (1) eight wheeled passenger and freight locomotive engine, numbered (10), with 16" by 24" cylinder, built by The Rhode Island Locomotive Works, Shop number 1077-B; one (1) eight wheeled passenger and freight locomotive engine, numbered four (4), 16" by 24" cylinder, built by the Baldwin Locomotive Works; one (1) Shay geared locomotive engine, built by the Lima Locomotive and Machine Works numbered one hundred and twenty-six (126); all and every article of the above rolling-stock and equipment being at present

to be marked "Minnesota & Wisconsin Railway Company", and having stenciled upon it the words: "Leased from the Minnesota Commercial Company, owners", together with all and singular the rolling stock, equipment, tools, implements and things of every description appurtenant to the railroad heretofore owned or operated by The Minnesota & Wisconsin Railway Company, or by David B. Dewey, as receiver of the same, to which said party of the first part is or may be entitled, or in or to which said party of the first part may have or become possessed of any interest. ——

And said party of the first part hereby sells over, releases and surrenders unto said party of the second part all and singular any claim or claims, demand or demands said party of the first part has or may have or is or may become entitled to, in or to any compensation, whether by way of rental, damages or otherwise on account of the employment, use or occupation of any of said property by The Minnesota & Wisconsin Railway Company, or by David B. Dewey, as receiver of said Minnesota and Wisconsin Railway Company, or by said party of the second part, or on account of any loss or destruction of, or injury to any of the same, by and those last named parties, or any of them or for which they, or any of them, may be or may have been or may become responsible or liable; ——

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances;

To Have and To Hold the said property, as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns forever.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents said party of the first part is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatsoever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part its successors and assigns, against all and every person or

persons lawfully claiming the estate or any part thereof, said party of the first part will forever warrant and defend.

In Witness Whereof, The said party of the first part has caused these presents to be signed by its vice president and countersigned by its secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

In presence of
R. C. Kirk
Levis W. Blanke

The Minnesota Commercial Company
By D. M. Sabin
Vice President.

Countersigned
Wm. W. Kerr
Secretary.

Corporate Seal

State of Minnesota } ss.
County of Washington }

Personally came before me this 15th day of December A. D. 1896, the above named D. M. Sabin, vice president, and Wm. W. Kerr, secretary of the Minnesota commercial company, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Frank J. Wilson
Notary Public
Washington County
Minnesota.

Notarial Seal

State of Minnesota } ss.
County of Washington }

I, A. K. Dow, Clerk of the District Court in and for said county, which court is a court of record, having a seal, do hereby certify that Frank J. Wilson, by and before whom the foregoing acknowledgment was taken, was at the time of taking the same, a notary public residing in said county, and was duly authorized by the laws of said state to take and certify acknowledgments and proofs of deeds of lands in said state, and further that I am well acquainted with the handwriting of said Frank J. Wilson and that I verily believe that the signature to said certificate of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court, this 15th day of December, A. D. 1896.

Seal. District Court Washington Co. Minn.

A. K. Dow
Clerk of the District Court.
By J. P. Dow. Deputy.

State of Wisconsin } ss
Department of State } Received this 19th day of December A. D. 1896, at 10 o'clock A.M. and recorded in Vol 10 of R.R Mortgages on page 526-528.
J. B. Vanderwerken. Assistant Secretary of State.

Indexed

Lumont National Bank.

To

Minnesota and Wisconsin Railroad Company.

Deed.

This Indenture, made this first day of December in the year of our Lord one Thousand eight hundred and ninety-six, between The Lumont National Bank, of Boston, Massachusetts, a banking corporation created, organized and existing under and by virtue of the laws of the United States of America, party of the first part, and The Minnesota and Wisconsin Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part,

Witnesseth, That said party of the first part, for and in consideration of the sum of one dollar ($1.00), to it in hand paid by said party of the second part, the receipt whereof is confessed and acknowledged, and of other good and valuable considerations by said party of the second part paid and performed, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto said party of the second part, its successors and assigns, forever, The following described real property, situated in the counties of St. Croix and Pierce in the State of Wisconsin, to-wit:

All of the railway rolling stock by the Minnesota commercial company heretofore leased or turned over to the Minnesota and Wisconsin Railway Company, a corporation of said state of Wisconsin, and more particularly described as follows:

Two (16) flat cars, numbered one (1) to sixteen (16) inclusive, having a capacity of twenty (20) tons each; six (6) ore cars, numbered two hundred (200) to two hundred and six (206) inclusive; one (1) work train caboose car, numbered three hundred (300); one (1) combination caboose car, numbered three hundred and one (301); one passenger coach, numbered A-1; one (1) eight wheeled passenger and freight locomotive engine, numbered ten (10), with 16" by 24" cylinder, built by The Rhode Island Locomotive Works, Schenectady, number 1677-B; one (1) eight wheeled passenger and freight locomotive engine, numbered four (4), 16" by 24" cylinder, built by The Baldwin Locomotive Works; one (1) Shay geared locomotive engine, built by The Lima Locomotive and Machine Works, numbered one hundred and

twenty-six (126); all and every article of the above rolling stock and equipment being or supposed to be, marked "Minnesota & Wisconsin Railway Company," and having annexed upon it the words: "Leased from the Minnesota Commercial Company, owner," together with all and singular the rolling stock, equipment, tools, implements and things of every description appertaining to the railroad hereby mined or operated by the Minnesota & Wisconsin Railway Company or by David B. Denny, as receiver of the same, to which said party of the first part now or may be, entitled, or in or to which said party of the first part may have or become possessed of any interest.

And said party of the first part hereby sells over, releases and surrenders unto said party of the second part all & singular any claim or claims, demand or demands said party of the first part has or may have or is or may become entitled unto, in or to any compensation, whether by way of rental, damages or otherwise, on account of the employment, use or occupation of any of said property by the Minnesota & Wisconsin Railway Company, or by David B. Denny, as receiver of said Minnesota & Wisconsin Railway Company, or by said party of the second part, or on account of any loss or destruction of, or injury to, the same or any of the same by said three last named parties, or any of them, or for which they, or any of them, may be or may have been or may become responsible or liable;

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances:

To Have and To Hold the said property, as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns, forever.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns that at the time of the ensealing and delivery of these presents said party of the first part is well seized of the premises above described, as of a good, sure, perfect, absolute and

indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatever, and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, said party of the first part will forever warrant and defend.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its president and countersigned by its cashier, and its corporate seal to be hereunto affixed, the day and year first above written.

Corporate Seal.

Signed, Sealed and Delivered in presence of Lloyd Briggs to both Wm. J. Mandell to both

The Lamont National Bank
By Aaron Hobert
President.
Countersigned: D. E. Lamon
Cashier.

State of Massachusetts } ss.
County of Suffolk

Personally came before me this seventh day of December A.D. 1896, the above named Aaron Hobert, president, and Daniel E. Lamon, cashier, of the Lamont National Bank of Boston, Massachusetts, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notarial Seal

Lloyd Briggs
Notary Public
Suffolk County
Massachusetts

Commonwealth of Massachusetts
Suffolk, ss. Clerk's Office of
Superior Court

I, Joseph A. Willard of Boston in said County, duly elected, qualified and sworn as clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do hereby certify and attest that Lloyd Briggs, before whom the annexed affidavit proofs or acknowledgment was taken and subscribed is a Notary Public for, within and including the whole of said Commonwealth, residing in said County, and resided in said County when said proof or acknowledgment purports

to have been made, duly appointed, commissioned, qualified sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and certify proofs of acknowledgments of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded. That he was at the time of taking the affidavit, proof or acknowledgment hereto annexed, such Notary Public as that due faith and credit are and ought to be given to his official acts; That I am well acquainted with his signature and hand-writing, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine and further, that the annexed instrument is recorded and acknowledged according to the laws of said Commonwealth. ____

____ Witness my hand and the seal of said Court at Boston in said County and Commonwealth, this seventh day of December A. D. 1896 _____

Jos. A. Willard ..... Clerk.

The Supreme Court

State of Wisconsin } ss.
Department of State }

Received this 18th day of December A. D. 1896 at 10 o'clock A.M. and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on page 529 - 532.

L. E. Vanderwerk
Assistant Secretary of State

Approved as to form Nov. 30. 1896.
J. W. H. Batchelor
Counsel for Minn'd & Wis. R.R. Co.

Indexed

~~American Loan and Trust Company~~
~~Minnesota and Wisconsin Railway Company et al.~~
~~Confirmatory Deed.~~

In the Circuit Court of the United States for the Eastern District of Wisconsin.

American Loan and Trust Company, complainant
vs.
Minnesota and Wisconsin Railway Company, Frank Jackson, R. S. Kirkland, The National United and Signal Company. } defendants.

Confirmatory Deed
Minnesota and Wisconsin Railway Company
To
Minnesota & Wisconsin Railroad Company.

This Indenture, made this first day of December, A. D. 1896, by and between The Minnesota and Wisconsin Railway Company a corporation of the state of Wisconsin, party of the first part, and the Minnesota and Wisconsin Railroad Company also a corporation of the state of Wisconsin, party of the second part, Witnesseth: That

Whereas, an action was begun in the United States Circuit Court for the Eastern District of Wisconsin, in which the American Loan and Trust Company, a corporation, is complainant, and the Minnesota and Wisconsin Railway Company and others are defendants, on the 11th day of December, A. D. 1893, which said action was brought to foreclose a mortgage or trust deed, covering all the property of said defendant, which said deed was made to secure the payment of three hundred and ninety (390) bonds of one thousand dollars ($1.000) each, on which default had been made; and

Whereas, in said cause such proceedings were duly had that on the 11th day of December, A. D. 1893, said David B. Dewey was appointed as receiver of all of the property and effects of said defendant, with instructions to operate the line of railway and carry on the business of said defendant corporation, which said trust was on said day accepted by said Dewey, who forthwith entered into possession of all said property and has since operated and managed the same under and pursuant to the directions of the said court in said cause and

Whereas, on the 14th day of December, A. D. 1895, a decree was entered in said cause, whereunto and whereby

it was decreed and adjudged that all of the property of said mortgagor and debtor hereinafter more particularly described belonging to the said defendant, owned and conveyed by said mortgage, or in the possession of said receiver, be sold at public auction at the front door of the Court House in the city of Hudson, St. Croix County, Wisconsin, at twelve o'clock noon, on a day to be fixed by the Master Commissioner appointed to make said sale; and

Whereas, said David B. Viney was in and by said decree appointed as such Master Commissioner to sell said property, and was directed to give four weeks notice of the said sale by publishing a notice thereof, briefly describing the said property and fixing the date of said sale; and

Whereas, said Master Commissioner was in and by said decree directed to compute the outstanding indebtedness and expense of said receivership and of said cause including the fees and expenses of the said complainant and its counsel, and all expenses and liabilities incurred in the administration of said trust, and fix, as the upset price for which said property should be sold, an amount sufficient to cover all said expenses, fees and liabilities; and

Whereas, said Master Commissioner did fix eighty thousand dollars ($80,000) as said upset price, and on the 27th day of January, A. D. 1896, at the hour and place named in said decree, as the time and place of said sale, and did give notice thereof as required in and by said decree; and

Whereas, said sale was from time to time adjourned by said Master Commissioner, as authorized by said decree until the 25th day of June, A. D. 1896; and

Whereas, it was provided in and by said decree that any person desiring to bid at said sale, or become a complainant bidder thereat, should at the time of offering his bid, and before the same should be considered, deposit with said Master Commissioner the sum of ten thousand dollars ($10,000) to insure the carrying out of said bid; and

Whereas, the St. Paul Title Insurance and Trust Company, Grantee, did appear at the time and place named for said sale and deposit the said sum of ten thousand dollars ($10,000) with said Master Commissioner, who then and there duly offered the said property and the whole thereof, for sale; and

Whereas, said St. Paul Title Insurance and Trust Company, Grantee, did bid for the same the sum of eighty thousand dollars ($80,000) and the said property was then and there by said Master Commissioner struck off to said St. Paul Title Insurance and Trust Company, Grantee; and

Whereas, said Master Commissioner did, as provided by said decree, file his report of the said sale with said court on the ---- day of June, A. D. 1896; and

Whereas, the said court did on the 15th day of July, A. D. 1896 duly confirm the said sale, upon the terms and conditions named in the decree of confirmation entered on said date; and

Whereas, said St. Paul Title Insurance and Trust Company, Grantee, has duly paid into said party of the second part the remainder of said purchase price, and has performed all the other acts and things by it to be performed, in accordance with the terms of said decree of confirmation or of any other decree or order of said court entered in said action; and

Whereas, said St. Paul Title Insurance and Trust Company, Grantee, has heretofore conveyed unto said party of the second part all its right, title, interest and estate in or to all or any of the property, rights, interests or estates (save cash) to which it is or may be entitled under said purchase, or by reason thereof, and has authorized and directed the execution and delivery of this deed to the party of the second part; and

Whereas, in and by the decree of confirmation entered in said foreclosure action, as aforesaid, it was ordered and decreed that said party of the first part should, simultaneously with the execution by said Master Commissioner and Referee of his deed to said party of the second part, make, execute and deliver a deed of the same property, interests and estates conveyed by said Master Commissioner, aforesaid, unto said party of the second part;

Now, Therefore, in consideration of the sum of one dollar ($1) in hand paid to said party of the first part by said party of the second part, the receipt whereof is hereby acknowledged, and in consideration of the premises above recited, said party of the first part has granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents doth give, grant, bargain, sell, release, remise, alien, convey and confirm unto said party of the second part, its successors and assigns, forever, the following described property, situate in the counties of St. Croix and Pierce, in the State of Wisconsin, or

observance, to-wit:

x All of the railway and railways heretofore owned or possessed by The Minnesota and Wisconsin Railway Company, the main line of which, as now constructed, extends from a point of connection with The Wisconsin Central Railway at Emerald in the county of St. Croix, State of Wisconsin, in a southerly direction through Hudson, in the said county of St. Croix, and thence in a southerly direction via Hildmond, in said county of St. Croix, to Spring Valley, in the county of Pierce, in said State of Wisconsin: together with all real estate, rights of way, easements, and other property, real, personal and mixed, franchises, rights, privileges and immunities of said Minnesota and Wisconsin Railway Company or to which it is entitled, whether presently or in expectancy, including all land, iron and steel rails, ties, frogs, bars, switches, side-tracks, spur-tracks, turnouts, turn-tables, bridges, depots, station-houses, awning, rooms, machine shops, blacksmith-shops, water-tanks and other buildings and erections, cars, engines and other rolling stock, tools, supplies, materials, and all other things appertaining to or necessary or convenient for use in connection with said railway, and all things in action, claims and demands of said Minnesota and Wisconsin Railway Company. x

To Have and To Hold the above described property, interest, rights and franchises to the use, benefit and behoof of said party of the second part, its successors and assigns, forever.

In Witness Whereof, said party of the first part has caused these presents to be signed by its president thereunto duly authorized, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of
G. S. Graham
Louis W. Clark

Minnesota and Wisconsin Railway Company
By D. McIsaac
President.

Corporate Seal

State of Minnesota } ss.
County of Washington }

On this 16th day of December, A. D. 1896 before me appeared D. McIsaac, to me personally known, who being by me duly sworn, did say that he is the president of the Minnesota and Wisconsin Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Isaac acknowledged said instrument to be the free act and deed of said corporation.

G. S. Graham
Notary Public
Washington County, Minn.

Notarial Seal

State of Minnesota } ss.
County of Washington }

A. R. Doe, Clerk of the District Court in and for said County, which court is a court of record, having a seal, do hereby certify that G. S. Graham by and before whom the foregoing acknowledgment was taken, was, at the time of taking the same, a Notary Public residing in said county and was duly authorized by the laws of said State to take and certify acknowledgments and proofs of deeds of lands in said State, and further that I am well acquainted with the handwriting of said G. S. Graham and that I verily believe that the signature to said certificate of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court, this 17 day of December A.D. 1896.

District Court Seal Washington Co. Minn.

A. R. Doe.
Clerk of the District Court
By J. P. Doe. Deputy.

State of Wisconsin } ss.
Department of State }

Received this 21st day of December A. D. 1896, at 10 o'clock A. M. and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on page 533-537.

L. E. Sanderson
Assistant Secretary of State.

Equipment Lease

—— by ——

The United States Car Company

hereinafter called the Lessor, to The Minneapolis, St. Paul & Ashland Railway Co. of Ashland, Wisconsin, a corporation organized under the laws of the State of Wisconsin hereinafter called the Lessee ——

The Lessor above named, as owner thereof, hereby agrees to lease to the Lessee above named, its successors and assigns, and the said Lessee agrees to hire from the said Lessor the following railroad equipment and rolling stock, to-wit:

	Railroad Numbers	Owners Plate Numbers
Forty flat cars	101 to 179 inclusive odd numbers only	

All said cars to be built by said Lessor according to specifications and drawings heretofore agreed upon and hereto annexed. ——

Such renting and hiring to be in respect of each of said cars for the period of five years from December 16th, 1896, subject however, to the provisions and conditions hereinafter contained.

It is agreed that the value of said cars is as follows: —— Two Hundred and Eighty Dollars ($280.00) each, amounting in all, to the sum of Eleven Thousand, Two Hundred Dollars ($11200.00) ——

Deliveries of said cars shall be as follows:- At the works of the United States Car Co. in Hegewisch, Chicago, to be completed Dec. 16th, 1896. ——

But the Lessor shall not be responsible, or in default by reason of any delays in construction, or in deliveries hereunder, caused by strikes, or combinations of labor, fires or extraordinary conditions of weather, accidents at the Lessor's works, perils of transportation, delays on the part of manufacturers of specified materials, or other causes beyond its control. Said cars shall be inspected, accepted and received for, or rejected at the works of the Lessor, at or previous to delivery, for which purpose the Lessee agrees to employ a competent inspector, who shall be present at said works during the construction of said cars at such times as may be necessary to inform himself as to the quality of material and construction during the progress of the same, and it shall be his duty to examine said material and construction and to give immediate notice to the Lessor of any defect he may find or requirement he may wish to make. It shall also be the duty to accept and receipt for said cars in lots as specified, as rapidly as they are completed in accordance with the said specifications, and such acceptance and receipt shall be final and conclusive evidence that said cars conform in all respects to the requirements of this contract and that they have been accepted by said Lessee as satisfactory.

In consideration of the use of said property and the stipulations hereinafter contained, said Lessee agrees with said Lessor as follows:

First. Upon acceptance by the Lessee of each car as hereinbefore provided, the said Lessee agrees to pay to the said Lessor as rent for the use thereof, Forty-Two Dollars ($42.00) per car in cash for each car so accepted, making for the total cash payment the sum of One Thousand Six Hundred and Eighty Dollars ($1680.00) and to pay the remainder of the rent of each car by installments as follows, namely: Sixty consecutive monthly payments of One Hundred and Eighty-four 00/100 Dollars ($184.00/100) each, from January 16th, 1897 to Dec. 16th, 1901 both inclusive, making for all such deferred payments the sum of Eleven Thousand and Forty-Three Dollars ($11043.00) ——

Second. Each of such installments of rent shall be evidenced by a Draft, or Lease Warrant for the amount thereof, presented by the Lessee at the time of the acceptance of each of said cars, drawn to its own order and by it endorsed and delivered to the Lessor, of the following tenor: —— Ashland Wis. Dec. 8th- 18 .

$184.00/100. Without grace, on the 16th day of 18-, for value received, the Minneapolis, St. Paul & Ashland Railway Co. promises to pay to the order of The Minneapolis, St. Paul & Ashland Railway Co. One Hundred and Eighty-four 00/100 Dollars, for rental of Forty flat cars under contract of lease dated December 8th 1896 with The United States Car Company, payable at the office of the United States Car Company, in the city of New York ——

Negotiable

Minneapolis, St. Paul & Ashland Railway Co.

Pres't.

By

Series No. Due 18

Third. Said cars shall remain the exclusive property of said Lessor, and said Lessee agrees to hold the same until the determination of this lease, at the Lessee's own risk; and on said 16th day of December 1901, or the prior determination of this lease, the Lessee shall and will return the same to the Lessor in their original good order and condition, reasonable wear and tear alone excepted, and without expense for such delivery on account of any accident, unavoidable or otherwise, unless the same shall have been purchased by the said Lessee from the Lessor within the time and in the manner hereinafter specified ——

Fourth. In case the said Lessee shall make default in the payment of the cash rental or any of the notes aforesaid, or any part thereof, according to their tenor, on the day when the same may

be payable, or in case the Lessee shall violate this agreement in any respect whatsoever, this lease shall immediately cease and determine at the option of the Lessor, and thereupon the Lessee shall and hereby agrees to return the aforesaid cars to the Lessor at such place as may be designated by the Lessor, at the Lessees own charge and expense, and the sums paid and payable upon all the aforesaid notes up to the date of such surrender and delivery shall be deemed a payment on account of the use of said property up to such date, and shall be retained as such by the Lessor. Said Lessee further agrees, that in case of any such default, the Lessor may seize any or all of said cars wherever the same may be found, and resume possession thereof, free from every legal or equitable claim of said Lessee of, in, or to said cars, and for the purpose of resuming possession of the same the Lessor or its agents may in such case without let or hindrance, enter upon the road and premises of the Lessee; and said Lessee agrees, that it will hold said Lessor harmless from, and pay any and all costs, debts, demands, or liability whatsoever, which said Lessor may incur by reason of any such default or seizure.

Fifth. In case said cars, or any of them, be returned by said Lessee to said Lessor, or seized by said Lessor, as aforesaid, by reason of such failure to perform, violation or default, the said Lessor shall have the right to sell, without notice, the said cars or any of them at public or private sale, and to apply the proceeds as follows: First, to the payment of any and all costs or charges incurred by the Lessor for the transportation, preservation or custody of said cars in regaining possession thereof, any and all legal costs, fees and charges incurred by the Lessor in protecting its interest in and ownership of said cars, or in the sale thereof, any and all losses to the Lessor caused by the purchase of material, the hiring of labor, or the incurring of any obligation whatever for the purpose of performing this contract, and any and all other losses charges and expenses whatsoever caused to the Lessor directly or indirectly by reason of such default, violation or failure to perform. Second, to the payment of any and all of said notes representing installments of rent of said cars for the whole of said Term of Five years, whether said installments shall then have fallen due or not, less interest at five per cent., and notwithstanding that said cars be so taken possession of or removed, and said prior to the expiration of this lease.

In case the proceeds of such sale, remaining after the payment of all other charges and expenses as hereinbefore specified, shall not be sufficient to pay all of said notes in full, the part of such proceeds as remaining shall be applied to the pro rata payment of all of said notes then outstanding and unpaid, with interest to the date of maturity, without preference or priority, and irrespective of the dates of their maturity, and said Lessee shall be liable to pay the deficiency to the Lessor on demand, until all said notes shall have been paid in full; but if the proceeds so remaining shall be more than sufficient to pay all such unpaid notes representing installments of rent with interest and expenses, then the surplus shall be paid to the Lessee, in so far as may reimburse the Lessee for any rental theretofore paid.

In case there shall be at the time of the return or seizure of any of said cars as herein provided any sums of money theretofore earned by the same or any part thereof, while in the Lessees possession and due and owing to the Lessee on account thereof the Lessor shall be entitled forthwith to demand and receive the same, and the Lessee agrees to aid in the collection thereof by the Lessor, and to advise the Lessor of the amount of such sums and the names of the persons or corporations owing the same, and to execute any and all orders or other documents necessary for the payment thereof to the Lessor. And any such sums actually received by the Lessor shall be applied to the payment of losses, charges and expenses of the Lessor, and to the payment of said notes in the same manner as is herein provided for the application of the proceeds of a sale of property returned to or seized by the Lessor.

Sixth. As an inducement to secure the prompt and punctual payment of said notes as aforesaid, the same being the rent for the use of said cars, the Lessee agrees, that upon the full payment of each and all of the aforesaid notes according to their tenor, and the performance by the Lessee of the several conditions and agreements herein contained, the said Lessor will, in consideration of the payment of the further sum of five dollars by said Lessee to said Lessor, sell the aforesaid cars, and execute and deliver to the Lessee a bill of sale thereof.

Seventh. Each separate car shall be marked in a conspicuous place and on both sides thereof in plain and conspicuous letters, "The United States Car Company, Owner. Leased to Minneapolis, St. Paul & Ashland Railway Co.", and at all times, the name, number, plate and such other marks and

signs of ownership of the Lessor, as it may at any time see fit to use, shall be fixed and retained upon each of said cars for the purpose of making the ownership publicly known. In the event of any such marks or signs being destroyed or altered, the Lessee will immediately restore the same, and such other things shall be done as by said Lessor shall be deemed necessary and expedient for the full and complete protection of the rights of said Lessor, as owner of said cars.

Eighth. The said Lessee hereby agrees to keep the said cars insured for Two Hundred and Forty Dollars ($240.00) each, at its own expense for the benefit of the Lessor, in companies approved by the latter, and to assign the policies of insurance to the Lessor. In case the Lessee shall neglect to insure said property and assign the policies thereof as aforesaid, said Lessor may insure the same at the expense of the Lessee, and said Lessee agrees to pay such expense on demand in addition to and as part of the rent hereinbefore mentioned. The Lessee shall replace any cars lost by fire, or otherwise destroyed, or which may be in any way damaged so as to be rendered useless, and in that case it shall receive from the Lessor the amount of insurance if any, collected from the Insurance company on such loss.

Ninth. Said Lessee further agrees to pay all the taxes, licenses and public charges of any description that may at anytime during the pendency of this lease be imposed, levied or assessed upon the said cars, or the ownership or use thereof, and to keep the said cars in good order, condition and repair, subject at all times to inspection by the Lessor, paying all the charges for repairs and renewals, until the payment of each and all of the notes aforesaid. In the event of its failure to pay taxes and insurance, and any and all other charges and sums herein agreed to be paid by it, and to keep said cars in good condition and repair, and to replace any which may be destroyed the Lessee agrees that this lease may be terminated at the option of the Lessor in the same manner as herein above specified in case of a default in payment of rent. The Lessee agrees to reimburse the said Lessor for any expense attending the execution, acknowledgment, filing or recording of this agreement.

Tenth. The terms, provisions and conditions of this agreement shall at all times inure to the benefit of the successors and assigns of the Lessor, and the assigns of the Lessor or any successor corporation with whom the said notes or lease warrants may be pledged or hypothecated, or to whom the same may be transferred or sold, shall be entitled to all the rights of said Lessor as fully as if in this agreement such persons or corporations were nominated as parties of the first part, and no assignment, pledge or hypothecation of said notes or lease warrants by the Lessor or its assigns, shall affect in any way the validity of this agreement or the obligations of the Lessee thereunder.

In Witness Whereof, The Lessor and Lessee aforesaid have executed these presents in triplicate this eighth day of December A. D. 1896 the Lessor by causing its corporate name to be hereto affixed and its corporate seal to be hereunto attached, attested by its Secretary, and the Lessee by

(Corporate Seal)

The United States Car Company.
By Thos. Slingis
Vice President.
Attest: S. M. Dix
Secretary.

(Corporate Seal)

Minneapolis, St. Paul and Ashland Railway Co.
By G. N. Cochran
President
Attest Charles H. Prall
Secretary

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

Before me, M. Y. Miller, a Notary Public in and for the said county and state, personally appeared Thomas Slingis to me known to be the Vice-President, and S. M. Dix to me known to be the Secretary of the United States Car Company and acknowledged to me that they signed the within paper.

M. Y. Miller
Notary Public
Dec. 11th, 1896 122 N. Y. Co.

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

I, Henry D. Purroy, 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 M. Y. Miller, 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 or acknowledgment, a Notary Public in and for the city and county of New York, dwelling in the 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

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court and county, this 12 day of Dec. 1896.

Seal

Henry D. Purroy Clerk.

State of Minnesota } ss
County of Hennepin }

On this 18th day of December A. D. 1896. before me a Notary Public within and for said county, personally appeared Charles H. Pratt, Secretary of the Minneapolis, St. Paul and Ashland Railway Company, who being duly sworn says that he is said secretary to and known to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of said Minneapolis, St. Paul and Ashland Railway Company

Geo. H. Espy
Notary Public
Hennepin County
Minnesota

Notarial Seal

State of Minnesota } ss.
Hennepin County }

I, D. M. Dickey, Clerk of the District Court for the County of Hennepin, Fourth Judicial District of the State of Minnesota, the same being a court of record, do hereby certify that Geo. H. Espy whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, was at the date thereof, a Notary Public residing in said county, and duly authorized to take the same, and that I am well acquainted with the handwriting of the said notary, and verily believe that the signature to the said certificate is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said District Court, at the city of Minneapolis, in said county, this 18th day of Dec. A. D. 1896

D. M. Dickey Clerk.
By A. G. Sawtzer Deputy.

Seal

State of Wisconsin } ss.
Ashland County }

On the 21st day of December, 1896, before me appeared J. W. Cochran, to me personally known, who being duly sworn, did say that he is president of the Minneapolis, St. Paul and Ashland Railway, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. W. Cochran acknowledged said instrument to be the free act and deed of said corporation

Geo. F. Merrill
Notary Public. Wis.

Notarial Seal

State of Wisconsin } ss.
County of Ashland }

District Court
Fifteenth Judicial Circuit

I, James W. Good, Clerk of the District Court for the ___ Judicial District and County aforesaid, the same being a court of record, do hereby certify that Geo. F. Merrill, Esq. before whom the annexed instrument was acknowledged, was, at the time of taking such proof or acknowledgment, a Notary Public in and for said county of Ashland, State of Wisconsin and sworn and duly authorized, to take the same; that I am well acquainted with the handwriting of such officer, 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 laws of the state of Wisconsin

Witness my hand and the seal of said court, at Ashland in said county this 21 day of December A. D. 1896

James W. Good Clerk.
By ___ Deputy.

Seal

State of Wisconsin } ss.
Department of State }

Received This 24th day of December A. D. 1896 at 10 o'clock A. M. and recorded in Vol 10 of R. R. Mortgages, Trust Deeds on page 538-545.

G. O. Vanderveer
Assistant Secretary of State.

Contract

Burnham, Williams & Company.
with
Wisconsin & Michigan Railway.
June 15. 1896.

This Agreement, made and entered into this fifteenth day of June 1896 by and between Burnham Williams & Co., proprietors of the Baldwin Locomotive Works, of the city of Philadelphia, party of the first part (hereinafter called The Lessors), and The Wisconsin & Michigan Railway Company, party of the second part (hereinafter called the Lessee),

Witnesseth, That the Lessors this day loan to the Lessee One Freight Locomotive, manufactured by the Lessors, and described as follows: Having the Baldwin Locomotive Works, class designation 10-30 D 35 0, and the Lessee number #8 with the privilege of using the same, at their (said Lessee's) own risk, upon their railroad, and upon such other lines of Railroad as are leased or controlled by them, for the term of Twenty four months from June 18th 1896; at the expiration of which time the Lessee 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 ordinary wear and tear, and without expense for such delivery because of unavoidable accidents, unless purchased by the Lessee from the Lessors within the time and in the manner hereinafter specified.

It is agreed that the value of said Freight Locomotive is Nine Thousand, One Hundred and fifty Dollars ($9150.00), and that if the same in any way lost or destroyed prior to actual redelivery to Lessors and value, with interest from date of this contract, less two thirds of the rent that may have been previously paid for the use of said Locomotive, shall, notwithstanding anything herein contained become immediately due and payable, and shall be paid by the Lessee 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 Lessee to the Lessors; which said damage shall be conclusively determined, without right of appeal, by the written finding of all, or of a majority of, three arbitrators, residing in the city of Philadelphia, to be appointed one by each of the parties of the first and second part, and a third by the two first-chosen, within five days after notice to the party of the second part to name an arbitrator, who 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 Lessee will not use, nor allow the said Freight Locomotive to be used, other than as is herein permitted, nor remove, nor allow the same to be removed from the railroad wherein the same may be 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, 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 name, on said Locomotive, for an amount not greater than the valuation above agreed upon, and that the Lessee shall, before being entitled to demand the delivery of any bill of sale to them under the option hereinafter given them, reimburse said Lessors for any such outlays with interest.

The Lessee agree to pay to the Lessors, the following sums as rent for said Locomotive:

On the 18th day of June, 1896.	$915.00
Three months after June 18th, 1896.	$1098.86
Six " " " " "	$1098.86
Nine " " " " "	$1098.86
Twelve " " " " "	$1098.86
Fifteen " " " " "	$1098.86
Eighteen " " " " "	$1098.86
Twenty-one " " " " "	$1098.86
Twenty-four " " " " "	$1098.86

Making in all the sum of Nine Thousand, Seven Hundred and Five 88/100 Dollars ($9705.88) for which amount, in instalments as above, promissory notes have been given by the Lessee to the Lessors.

It is further agreed, That time shall be of the essence of this contract, and shall not be waivable against in equity or at law.

It is further agreed, that if, at any time, the Lessee shall make any default in performance of any of their undertakings herein mentioned, 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 Freight Locomotive, and hold the same discharged from any further liability hereunder, and from Lessee's option to purchase, and shall be entitled to hold and retain all rent theretofore paid to them and to recover forthwith from the Lessee, rent at the rate aforesaid up to the time of such repossession, together with 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 date of such repossession to the end of this Term, as if the same was then actually due and payable, and by allowing them a credit, less expenses, of two-thirds of the actual value at that time, of the Locomotive thus repossessed. ——

After the Lessees shall have faithfully performed all the stipulations of this contract, in manner and form as is herein provided without default, and shall have reimbursed all outlays, as aforesaid, for Insurance, then it is agreed that the Lessees may, at their option, at any time within one month after the time of annuity as above of the last instalment of rent, purchase said Freight 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 Freight Locomotive to said Lessees. ——

Nothing herein contained, and no actual surrender, shall divest the title of the Lessors to said Freight Locomotive, until the rents above enumerated and the purchase-money, with insurance premiums above named, shall have been fully paid by said Lessees, and until a bill of sale therefor shall have been delivered. Until after such payment and delivery, the said Freight 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 assign or assignee or assignees all the rights and privileges hereby reserved to them. ——

Executed in duplicate, the day and year above written. ——

Bamham, Williams & Co.

Witnesses
James S. Keyes
Fred Woolman
G. Holloway

Wisconsin & Michigan Railway Co
S. M. Fisher. President.
Wisconsin & Michigan Railway Co
G. K. Fairbairn
Secretary

State of Pennsylvania } ss.
County of Philadelphia }

Be it known That on the 15th day of June in the year one Thousand eight hundred and ninety-six before me, the undersigned, James S. Keyes, a Notary Public for the said State, in and for the said county personally appeared George Bamham Jr. who resides at Philadelphia to me

personally known, and known to me to be a member of the firm of Bamham, Williams & Company, who stated that the foregoing signature of Bamham, Williams & Company is a proper signature of that firm; that the said firm duly acknowledged the foregoing contract of lease, and that the said lease was duly executed and delivered as the free and voluntary act and deed of the said firm, for the purposes in said lease expressed; and that the said firm desires that the same may be recorded as its act and deed, in accordance with law. ——

Witness my hand and official seal, the day and year aforesaid

James S. Keyes
Notary Public

(Notarial Seal)

State of Pennsylvania } ss.
County of Philadelphia }

I, M. Russell Thayer, Prothonotary of the county of Philadelphia and clerk of the courts of Common Pleas, of said county, which are courts of Record, having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate, Do hereby certify, That James S. Keyes Esquire, before whom the annexed affidavit was made, was at the time of so doing a Notary Public for the Commonwealth of Pennsylvania, residing in the county of Philadelphia, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and that said oath or affirmation purports to be taken in all respects as required by the Laws of the State of Pennsylvania. ——

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court, this 29th day of Oct. in the year of our Lord one Thousand eight hundred and ninety-six. ——

M. Russell Thayer
Prothonotary

(Seal)

State of Illinois } ss.
County of Cook }

Be it known That on the 2nd day of July in the year one Thousand eight hundred and ninety-six before me the undersigned Will G. Fair a Notary Public for the said State in and for the said county personally appeared S. M. Fisher and G. K. Fairbairn both to me personally known - the first

as president and the latter as Secretary of the Wisconsin and Michigan Railway Company who and at the date of the execution of the above instrument, and to me known to be the real and identical persons who executed the foregoing instrument in their several capacities of President and Secretary as aforesaid, and having produced to me the said instrument, each of them severally and for himself alone acknowledged and declared that he had executed and delivered the said instrument as his free and voluntary act and deed and the free and voluntary act and deed of the said Corporation for the uses and purposes therein expressed; that the said President had signed his name thereto and affixed the name and seal of said Corporation, and that the said Secretary had duly attested the same, under and pursuant to authority conferred by the said Company. And they having been by me first duly and severally sworn, did each for himself depose and say that he, the said D. H. Fischer is and was, at the time of the execution of the foregoing instrument, the President of the said Corporation that he, the said G. K. Fairbairn is, and was, at the time of the execution of said instrument, the Secretary of said Company; that they know the corporate name and seal of said Company; that they were personally present at the execution of the foregoing instrument; that the name and seal affixed is the name and the common or corporate seal of said Company, and that the same were so affixed to said instrument by the said President by authority of said Corporation for such purposes; that they as such President and Secretary respectively executed said instrument by like authority and that said instrument was duly signed, sealed and delivered as their free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, and by its authority thereof, for the purposes in said instrument expressed, and in attestation thereof and witness thereto, the said Secretary has subscribed his name; and that their names thereunto subscribed are of their own proper respective handwriting; which said acknowledgements and depositions are to me satisfactory evidence of the due execution and delivery of said instrument.

Witness my hand and official seal on the 2nd day of July in the year one thousand eight hundred and ninety-six.

Will G. Tant
Notary Public

(Notarial Seal)

State of Wisconsin
Department of State
Filed and recorded in Vol. 10 of Corporations on page 550
Dec. 9, A.D. 1897 at 9 o'clock A.M.
L. C. Sanderson
Assistant Secretary of State.

P. P. Pomeroy
Register of Deeds
By Wm. Dunbar Deputy

Minneapolis, St. Paul and Ashland Railway

To

The State Trust Company.

Mortgage.

This Indenture, made this first day of January, in the year of our Lord one thousand eight hundred and ninety seven, between the Minneapolis, St. Paul & Ashland Railway Company, (a corporation duly organized and existing under and by virtue of the laws of the state of Wisconsin) party of the first part, and The State Trust Company of the City of New York, state of New York, (a corporation duly organized and existing under and by virtue of the laws of the state of New York) party of the second part.

Witnesseth:

Whereas, the Minneapolis, St. Paul & Ashland Railway Company, (hereafter referred to as the Railway Company) is duly organized under the laws of the state of Wisconsin, and under and by virtue of its articles of incorporation and the laws of the State of Wisconsin, it has full power and authority to construct, lease, maintain and operate a railroad for public use, for the conveyance of persons or property from the cities of Minneapolis and St. Paul in the State of Minnesota to the City of Ashland in the State of Wisconsin.

Whereas, the said Railway Company is, by its articles of incorporation, and under and by virtue of the laws of the State of Wisconsin, authorized to borrow money for the purpose of enabling it to construct, acquire by purchase, consolidation or otherwise, and to construct, complete, improve, equip and operate such railways as it may purchase, lease, construct or otherwise acquire, and to secure the money borrowed by it for the purpose of raising funds from time to time, and the said Railway Company is by virtue of its charter and the said laws of the State of Wisconsin duly authorized and empowered to issue its corporate bonds in such form and amounts, bearing such rates of interest and payable at such times and places as the Railway Company by its board of directors may direct, and to sell said bonds at such rates and prices as the said Railway Company may deem proper, and,

Whereas, by and under its said articles of incorporation and said laws of the State of Wisconsin, the said Railway Company is duly authorized and empowered to secure the payment of the bonds which it is authorized to issue as aforesaid, by the execution and delivery of a mortgage or deed

of trust of and upon the railway and railways acquired and to be acquired, by purchase or otherwise, or constructed, or to be constructed by it as aforesaid, and all other property owned, or to be owned or acquired, or to be acquired in any manner by the said Railway Company in the State of Wisconsin or elsewhere, and,

Whereas, under and by virtue of the laws of Wisconsin it is further provided that said mortgage or deed of trust may, by its terms include and cover not only the property of the Corporation making the deed at the time of its date, but property of the Corporation both real and personal which may thereafter be acquired by it, and shall be as valid and effectual for that purpose as if the property were in its possession at the time of the execution and delivery thereof, and

Whereas, the Railway Company proposes to construct, or otherwise acquire certain lines of railway in the said States of Wisconsin and Minnesota, beginning at the City of Ashland, in the County of Ashland and State of Wisconsin on Chequamagan Bay and thence running southerly and westerly through Ashland, Bayfield, Sawyer, Washburn, Burnett and Barron Counties via Shell Lake to a point of connection with the Minneapolis, St. Paul & Sault Ste Marie Railways in the County of Polk and state of Wisconsin, and thence through said County of Polk to the river St. Croix and across said stream into and across a portion of the state of Minnesota to the City of St. Paul in the County of Ramsey, said state, and to the City of Minneapolis, County of Hennepin, said state, as the same now is or hereafter may be located, surveyed or constructed, and proposes to acquire in the future, by agreement, consolidation, lease or purchase or in such other manner as may be authorized by law, and to control or operate lines of railway which shall or may be continuous with the line or lines of the said Railway Company between said points, and proposes to acquire by purchase or otherwise such other lines as it may be authorized to acquire and as shall, in the judgment of the board of directors be deemed essential for the business of said Railway Company between said points, or beyond the same in either direction, and,

Whereas, the said Railway Company pursuant to the authority of said law of the State of Wisconsin as aforesaid, has resolved to exercise the power of borrowing conferred upon it by said laws for the purpose of procuring money to be expended for its corporate purposes as allowed by law, and particularly in the construction, acquisition and equipment of its said railways and branches, and in purchasing, leasing, consolidating or

or otherwise acquiring the property and franchises of other railway Companies, and,

Whereas, the said Railway Company, party of the first part, by resolution of its board of directors duly authorized, approved and ratified and confirmed by vote of the stockholders of said party of the first part in favor thereof at meetings of said board of directors and of stockholders respectively, duly convened and held, directed the issue from time to time of a series of the Corporate Bonds of the said Railway Company, to be designated First Mortgage Five Per Cent. Gold Bonds of the Minneapolis, St. Paul & Ashland Railway Company of the denomination of One Thousand Dollars each, dated the first day of January, A. D. 1899, and numbered consecutively from one upwards to the highest number thereof, the same to be issued in the manner hereinafter prescribed, the principal of said bonds to be paid to The State Trust Company, or bearer, party of the second part, Trustee, or to the holder thereof on the first day of January, A.D. 1922, in gold coin of the United States of America of the present standard of weight and fineness, or of a standard not inferior to the present at the office of The State Trust Company in the City of New York and State of New York, with interest at the rate of five per centum per annum, payable in like gold coin at the said place semi-annually on the first days of July and January in each year on the surrender of the annexed coupons as they severally become due, and so long as the principal thereof remains unpaid, and shall contain all covenants and statements as are stated in the copy of such bond hereinafter given and to be executed and authenticated in the manner indicated in such copy of the bonds, coupons and trustee's certificate attached, each of which said bonds, coupons and trustee's certificate shall be substantially in the words and figures following, to-wit:

United States of America
State of Wisconsin
The Minneapolis, St. Paul and Ashland Railway Company.
First Mortgage Five Per Cent. Gold Bonds.

$1,000.00

No.

The Minneapolis, St. Paul & Ashland Railway Company, for value received hereby acknowledges itself indebted to the State Trust Company of the City of New York, as Trustee, or bearer, or, if this bond is registered, to the registered holder hereof, in the sum of One Thousand Dollars ($1,000) which sum it agrees

to pay The State Trust Company, or to the bearer or registered holder hereof at the office of the State Trust Company in the City of New York, State of New York, on the first day of January in the year of Our Lord one thousand nine hundred and twenty-five in gold coin of the United States of the present standard of weight and fineness, or of a standard not inferior to the present, together with interest thereon at the rate of five per centum per annum in like gold coin, semi-annually at the said office of The State Trust Company in the City of New York on the first days of January and July in each year on the presentation and surrender of the annexed Coupons when respectively due. This bond is one of a series of bonds of like amount, tenor and effect, numbered consecutively from one upward issued and to be issued by the said Railway Company for its Corporate purposes as allowed by law, at the rate of Sixteen Thousand ($16,000.) dollars per mile of main line and branch lines of single track exclusive of sidings.

The payment of each and all of said bonds, together with interest thereon, without reference to the time when the said bonds shall be actually issued, is secured by a mortgage or trust deed, bearing date on the first day of January A.D. 1897, duly executed and delivered by said Minneapolis, St. Paul & Ashland Railway Company to the State Trust Company, as Trustee, upon the entire length of railroad of said Company, and any extentions, branch or branches thereof constructed, owned or acquired, or to be constructed, owned or acquired, and extending from the City of Ashland, County of Ashland, State of Wisconsin, on Chequamagan Bay, and thence running southerly and westerly through Ashland, Bayfield, Sawyer, Washburn, Burnett and Barron Counties, via Shell Lake to a point of connection with the Minneapolis, St. Paul & Sault Ste Marie Railway in the County of Polk and State of Wisconsin, and thence through the said County of Polk to the River St. Croix and across said stream into and across a portion of the state of Minnesota, to the City of St. Paul in the County of Ramsey said state, and to the city of Minneapolis, County of Hennepin said State, or such portion or portions as are constructed, owned or acquired, or shall be constructed, owned or acquired, with all rolling stock, property, rights, appurtenances, tolls, revenues, income and franchises connected therewith or thereunto belonging or in anywise appertaining now held or thereafter acquired by said Railway Company under the terms and conditions specifically set out in said Mortgage or deed of trust, the same being a First Mortgage or Deed of Trust upon the above described property and franchises. Said mortgage or deed of trust also creates a sinking fund out of the proceeds of which the

said bonds may be paid or redeemed after January first 1907 as provided in said Mortgage.

This bond, at the option of the holder, may be registered at the office of The State Trust Company in the City of New York, and thereafter unless registered payable to bearer, the principal shall be payable only to such person as by the registration thereof shall appear to be the last registered owner or transferee. Such registration shall not, however, affect the negotiability of the Coupons. This bond shall not become obligatory until authenticated by the certificate endorsed thereon duly signed by the trustee.

In Witness Whereof, the said Minneapolis, St. Paul & Ashland Railway Company has caused its Corporate seal to be hereunto affixed this first day of January, A.D. eighteen hundred and ninety seven.

Minneapolis, St. Paul & Ashland Railway Company.

By

President

Secretary.

Trustees Certificate.

This certifies that the within bond is one of a series of bonds referred to and described in a certain mortgage or deed of trust, bearing date the first day of January eighteen hundred and ninety-seven, executed and delivered to The State Trust Company as Trustee by the Minneapolis, St. Paul & Ashland Railway Company, and within referred to.

The State Trust Company,
Trustee

By

Trust Officer.

Coupon.

No.

$25.00

The Minneapolis, St. Paul & Ashland Railway Company will pay to bearer at the office of the State Trust Company in the City of New York, on the first day of 1 , twenty five ($25.00) dollars in gold coin of the United States, being six months interest on Bond No.

Treasurer

All bonds to be issued hereunder shall be issued under the following conditions, to-wit: The Trustee shall, after execution, delivery and

record of this mortgage or deed of trust, on demand of the President authorized by resolution of the board of directors of the Railway Company, and upon receipt of a certificate or certificates in writing, signed by the Chief Engineer of said Railway Company certifying that a section of ten continuous miles of main line of single track railroad, exclusive of switches and sidings, have been completed and properly surfaced and ready for the cars and so as to form by itself or with some part of like railroad a line of completed railroad extending continuously from the said Minneapolis, or St. Paul or Ashland, certify the bonds to an amount not exceeding $16.000 per mile of main line and branch lines of single track railroad, exclusive of switches and sidings, so actually constructed ready for operation, and no bonds shall be issued except with the certificate of the Trustee, to be evidenced by its signature to the Trustee's Certificate thereon, and shall deliver the said bonds so certified to the said Railway Company. And no such bonds shall be issued by the Railway Company or certified by the Trustee during the continuance of any default in payment of the interest or principal of any of the said bonds.

Now Therefore, In consideration of the premises, and in consideration of the sum of one dollar to said Railway Company paid by the said Trust Company, the receipt whereof is hereby acknowledged, the said Minneapolis, St. Paul & Ashland Railway Company hath granted, bargained, sold, assigned, conveyed and transferred, and by these presents doth hereby grant, bargain, sell and assign, convey and transfer unto The State Trust Company of the City of New York, State of New York and its successor or successors in the trust herein and hereby created, all and singular the railways, real estate and rights of way of the Minneapolis, St. Paul & Ashland Railway Company, and all branches thereof constructed, owned or acquired, or to be constructed, owned or acquired, and extending from a point on Chequamagon Bay in the City of Ashland, County of Ashland, State of Wisconsin, and thence running southerly and westerly through Ashland, Bayfield, Sawyer, Washburn, Burnett and Barron Counties via Shell Lake to a point of connection with the Minneapolis, St. Paul & Sault Ste Marie Railway in the County of Polk and State of Wisconsin, thence through said County of Polk to the River St. Croix and across said stream and into and across a portion of the State of Minnesota to the City of St. Paul in the County of Ramsey, said state, and to the City of Minneapolis, County of Hennepin, said state, and all extensions and branches thereof, and also in and to all other railways or railway property now owned or hereafter acquired, together with all real estate and rights therein, and all iron and steel rails, frogs, bars, switches, side-tracks, spur-tracks, turnouts, turntables, bridges, trestles, buildings, erections, depots or station houses, waiting rooms, cars, engines, houses, machine shops, black-smith-shops and all other tools and property, supplies, materials, rolling stock and all other things appurtenant to or necessary or convenient for use in connection with any of the said railways, and all lands, easements or property now or hereafter constructed, acquired, owned or operated by the said Minneapolis, St. Paul & Ashland Railway Company, and also all stock in terminals or other railway companies that may now or hereafter be acquired by said Minneapolis, St. Paul & Ashland Railway Company, and also all franchises, rights, privileges and immunities of the said Railway Company and all things in action, claims and demands of said Railway Company connected with or relating to the aforesaid railway or railways, all leases, contracts, agreements, grants, rights of way, licenses, easements and property together with all tolls, income, rents, titles, reversions and remainders whatsoever as well in equity as in law, present and future of the said party of the first part in and to the same, or any part thereof.

To Have and to Hold, all and singular the above mentioned and described premises, lands, railways, grants, rights of way, licenses, easements, franchises and other property, and all premises hereinbefore expressed to be conveyed or hereafter to be acquired, with the appurtenances unto and to the use of the said The State Trust Company, and its successor or successors in this trust, according to the nature, tenor and quality thereof respectively, in trust, however, to and for the person or persons, firm or firms, bodies politic or corporate, who shall at any time become and be, from time to time, the purchasers or holders of said bonds, or any of them, and for the purposes and on the conditions hereinafter expressed.

And it is hereby agreed and declared, that the trusts, uses and purposes, agreements and conditions on which the premises, lands, railways, grants, rights of way, licenses and easements and other real, personal and mixed estate aforesaid, and all of said corporate and other franchises, privileges and immunities are conveyed to, and are to be had, held and disposed of, by the said party of the second part and subject to which agreement and conditions the bonds secured hereby are issued to, and are to be held by each and every holder of such bonds, and the agreements and covenants of the said parties and each of them in respect thereto, other than those hereinbefore stated are as follows, to-wit:

Article I.

The said party of the first part shall and will pay, or cause to

* All bonds to be issued as provided herein shall be equally and ratably secured by this mortgage or deed of trust, upon all of the property herein described without preference, priority or discrimination on account of, or with reference to, the time of the issuance of said bonds, or any of them; and said bonds certificates duly signed shall be sole and conclusive evidence that the bonds upon which the same is endorsed or secured by this mortgage or deed of trust as the said bonds stated.

be paid, all taxes, charges, rates, levies and assessments imposed, assessed or levied, or which may hereafter be imposed, assessed or levied on the property hereinbefore described, mortgaged and conveyed, or upon its rates, tolls or income, and also promises and agrees to pay the principal and interest of the said bonds as hereinbefore described at the times and in the manner provided, together with the sinking fund hereinafter provided for; and that it will suffer no mechanic's, statutory or laborer's liens which shall have priority over this mortgage to be created or placed on any part or portion of said railway, or any part of the estate and property hereby mortgaged, to the end that the priority of this indenture shall at all times be maintained, and that it will diligently preserve all rights, franchises to be granted, and upon it conferred, and shall and will at all times maintain and preserve and keep the same and every part thereof, with the rolling stock, fixtures and appurtenances, and every part and parcel thereof in good repair and working order and condition, supplied with all necessary motive power, rolling stock and equipment, and shall from time to time make all needful and proper repairs and renewals.

Article III

A sinking fund shall be created and maintained for the payment or purchase of the bonds hereby secured at and before their maturity which shall be accumulated and shall commence on the first day of August. 1906, and annually thereafter during the life of this mortgage on the first day of August in each and every year to the said Trust Company by the party of the first part of an amount equal to one per cent each year upon the total par value of the bonds secured by this indenture which have be certified by the Trustee on said date.

* and shall consist of and be maintained by the payment on said first day of August 1906

The moneys paid or coming into the sinking fund, together with any accumulations of interest thereon shall be invested from time to time by the Trustee in the said bonds hereby secured by the purchase thereof at their current market price not exceeding, however, par and accrued interest with ten per cent added to the principal. And if and so far as it shall not be reasonably practicable for the Trustee to obtain such bonds at that price, the Trustee shall invest the said sinking fund according to the judgment of the Trustee and subject to the approval or consent of the said Railway Company, with full power for the Trustee from time to time to sell and convert into money any of the said investments other than the bonds hereby secured, and to invest the proceeds as aforesaid, When the principal moneys secured by the said bonds shall become due or when the premises shall have been sold the Trustee shall sell and convert into money all the

investments belonging to the said sinking fund other than the said bonds hereby secured, and shall hold the proceeds thereof, and all the moneys comprising the said sinking fund upon the same trusts and shall pay and apply the same in the same manner as if such proceeds and moneys had come from a sale as herein provided of the premises and property hereby conveyed. Subject to the trusts aforesaid the Trustee shall hold all the investments and moneys comprising the said sinking fund in trust for the Railway Company its successors or assigns.

All bonds which shall be acquired by means of the moneys from time to time in the sinking fund shall as soon as received by the Trustee be by it specifically and indelibly stamped on their face as "received for sinking fund and no longer negotiable or transferrable," and the date of their receipt by the Trustee shall also be plainly noted thereon and the coupons thereto belonging shall be defaced and cancelled when paid as hereinafter provided.

All of the said bonds that shall come into or be received for the sinking fund shall remain in force as valid obligations as an investment of and for the sinking fund but for no other purposes, and the semi-annual interest thereon as the same shall mature shall continue to be paid to the Trustee by the said party of the first part in the same manner and at the same time as such payments of interest would be made if the said bonds were held and owned by any other corporation or person, and the amount of the said interest shall be added to and deposited and applied as a part of the sinking fund in the manner and with the limitations hereinbefore provided in respect to depositing and investing of other moneys coming into the sinking fund and the accumulations thereof. The Trustee shall not be answerable or liable for any depreciation in the value of the securities in which the said sinking fund shall have been invested.

Article VIII.

Until the Railway Company or its successors shall make default in the principal money or interest of said bonds, or any of them, according to the tenor thereof, or of the coupons annexed thereto at the time or in the manner appointed for the payment thereof, or shall make default of or breach in the performance or observance of any other condition, obligation or requirement by the said bonds, or by the present deed, imposed upon the Railway Company, or its successors or assigns, in reference to said bonds, the said Trustee, and the successor of it, and every other Trustee, from time to time, shall permit and suffer the Railway Company and its successors to possess, manage and operate and enjoy the said railway and its equipment

and appurtenances and lands, premises and property and franchises hereinbefore described as conveyed hereby, and to receive, take and use the tolls, income, revenues, rents, issues and profits thereof in the same manner and to the same effect as if this deed had not been made.

Article IV

If, and whenever, the Railway Company or its successors or assigns shall, upon demand, make default in payment, as mentioned in the last preceding article of the said bonds or the coupons belonging thereto, and such default shall continue for the period of three months, or if, and whenever the Railway Company or its successors shall make default or breach in the performance or observance of any such other condition, obligations or requirments as are mentioned in the last preceding article, and such default shall continue for a period of three months, then and in each of such cases it shall be lawful for the said Trustee or its successor in trust to enter into and upon, and to take and possess all and singular the railway and all the premises hereinbefore expressed to be conveyed, or any part of them, or any part or parts thereof respectively, and to have, hold and use the same, and to work and operate by their superintendents, managers, receivers, or servants, or other attorneys or agents, the said railway, and to conduct the business thereof, and to make from time to time such repairs and replacements and such useful alterations, additions and improvements thereto as may seem to them judicious or convenient, and to collect or receive all tolls, freight, income, revenues, rents, issues and profits of the said railway and premises, and of every part and parcel thereof, and after deducting and defraying the expenses of working and operating said railway and conducting the business thereof, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for charges or liens of any kind, prior to the lien of these presents, and other expenses incurred in relation thereto, as well as just compensation for their own services and for the services of such attorneys and counsel, agent or agents, the said trustee, or its successors in trust shall apply the moneys arising from such operation, and received as aforesaid in or toward the payment of interest on said bonds in the order in which the interest shall have become due ratably to the persons holding coupons evidencing the right to such interest; and after paying all interest coupons which shall have become due, shall apply the residue of such moneys if the principal

moneys secured by the said bonds shall not be then due and payable, to the payment of any instalment of the sinking fund hereinafter mentioned in arrear or becoming due and payable, or if paid principal moneys shall be due and payable, to the payment of the said principal moneys ratably and without any preference or priority. And in case all sums of money for the time being due and payable on the said bonds and for the said sinking fund, and all the said costs and charges and expenses incurred by the Trustee as above mentioned, shall be paid and satisfied before any foreclosure or sale, the Trustee shall restore possession of the said premises to the Railway Company and the same shall thenceforth be subject to the provisions of these presents in the same manner as if such entry had not been made.

Article V.

In case any default shall be made as aforesaid in payment of principal or interest of said bonds, and shall continue for three months aforesaid, it shall likewise be lawful for the said Trustee, either after such entry as aforesaid, or other entry, or without entry, by its attorneys or agents, to sell and dispose of all and singular the premises and property hereby conveyed, or any part thereof, at public auction, in the City of St. Paul, State of Minnesota, or City of Ashland, State of Wisconsin, at such time as it may appoint, first giving notice of said sale, and the time, place and terms thereof by advertisement for the term of four weeks in some newspaper published in the City of Ashland, Wisconsin, and also in the City of St. Paul, Minnesota, and in the Cities of New York and Boston. The proceeds of the same shall be applied, first, in the payment of the expenses connected with the said sale and trust, including the compensation of the Trustee, and its agents and attorneys, and, secondly, to the payment of the unpaid interest and principal of the said several bonds ratably and without discrimination as to persons, and if, after paying in full said bonds and coupons, there shall be any money remaining in the hands of the Trustee it shall pay the same to the Railway Company its successors or assigns. The Trustee shall have power to adjourn such sale from time to time at its discretion, and if adjourned to another date, it may make said sale at the time appointed without further notice by advertisement; and the said Trustee shall have power to make and deliver to the purchaser or purchasers at said sale good and sufficient deeds and conveyances of the property sold, and the receipt shall be a sufficient discharge to the purchaser or purchasers of the

premises for his or their purchase money; and such purchaser shall not, after the payment of such purchase money, be liable to see to its application, or be obliged to enquire into the necessity or expediency of any such sale, nor bound to see whether such notice has been given as aforesaid, or whether any default has been made or otherwise as to the legality of the sale.

Article VI.

It is hereby declared and agreed that it shall be duty of the said Trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to proceed by suit or suits in equity or at law to enforce the rights of the bondholders in the several cases of default on the part of the Railway Company, or its successors or assigns herein specified, in the manner and subject to the qualifications herein expressed, upon the requisition of the bondholders as herein prescribed as follows;

First:- If the Railway Company, or its successors shall make any default in payment of any principal or interest of said bonds, or some of them, according to the tenor thereof, or of the coupons thereto annexed, then and in such case, upon a requisition in writing, signed by the holder or holders of said bonds to an aggregate amount of not less than one fifth thereof then outstanding and not in the sinking fund hereby established, and a proper indemnification by said holder or holders of the said Trustee against the costs and expenses to be by it incurred, it shall be the duty of the said trustee to enforce the right of the bondholders under these presents, by entry, sale or suit, or suits in equity or at law, as it being advised by counsel learned in the law, shall be most expedient for the interests of the holders of all the said bonds.

Second:- If the Railway Company or its successors shall make default or breach in the performance or observance of any other obligation or requirement by the said bonds, or by this present deed imposed upon the Railway Company, or its successors or assigns, then, and in such case the Trustee shall, upon requisition in the manner aforesaid, of not less than the like of one fifth in interest of the bondholders for the time being, and upon a proper indemnification, by such applying bondholders of said Trustee against the costs and expenses to be incurred by it, enforce the rights of the bondholders under these presents in the manner by the first clause of this article provided.

Article VII.

The said Trustee shall, upon written request of the Railway Company convey or release to the person or persons, corporation or corporations designated by the Railway Company, any lands or property which shall be certified by the Chief Engineer of the Railway Company as not necessary for use in connection with the said railway, or which may have been held for the supply of fuel, gravel or other material; and also shall convey, as aforesaid, on like request, any land not occupied by its tracks, or which may become disused by reason of a change in the location of any station-house, depot, shop or other building connected with the said railway, and such lands occupied by the track or tracks thereof and adjacent to such station-houses, depot or other building as the Railway Company may deem it expedient to disuse or abandon by reason of such change, and shall consent to any such change, and such other changes in the location of the tracks or depots, bridges or other buildings and structures as the Chief Engineer of the Railway Company shall certify as expedient, and make and deliver the conveyance necessary to carry the same into effect, upon receiving a fair and reasonable value therefor, of which value the certificate of the Chief Engineer shall be sufficient evidence for the Trustee, but so that the purchase money shall be received by the Trustee and the purchase money so received by the Trustee shall be applicable to the purchase of other such property, or shall be paid out by the Trustee to the Railway Company upon delivery to the Trustee of a copy of a resolution of the board of directors of the Railway Company that it is required for and shall be applied to that purpose, and such property so purchased or substituted shall be vested in the Trustee upon the trusts herein declared concerning the property so sold or disposed of, and the said purchase money until such application thereof shall remain in the hands of the Trustee upon the terms herein specified concerning money paid to the Trustee for the sinking fund, and awaiting investment and subject thereto upon the same trusts as the property from which the same shall have arisen vested have been subject to. And the Railway Company may from time to time, dispose of according to its discretion such portions of the equipment, machinery and implements at any time held or acquired for the use of the Railway Company, as may have become unfit for such use, replacing the same by a like amount of new, and all the property acquired for replacing any of the property conveyed under the provisions of this article shall immediately become, without any other act or conveyance, on the part of the Railway Company, subject

to the operation and lien of these presents.

Article VIII.

The party of the first part doth hereby covenant, promise and agree to and with the party of the second part, and its successors, 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 use or interpose, or take advantage of any extension law, stay law, redemption law, or any other law of the State of Wisconsin, or any other state, into which its road may be extended, now in force, or which may hereafter be in force in said state, and which may in any way impair, affect, retard or impede the rights or remedies of the holders of the said bonds, or of the party of the second part, or of its successors as herein declared, or which shall affect any means or mode of perfecting, enjoying or enforcing any rights, interests or remedies, as the same are herein declared and set forth; and also that it will cause this instrument to be recorded in such public offices as may be necessary to secure and preserve the priority of the lien thereof upon any and all the property now or hereafter covered thereby, or intended to so be; and also, that it and its successors will, from time to time, upon request of the Trustee, execute such other or further instrument as may be necessary in the law to the more effectual securing of the lien of these presents.

Article IX.

Subject to the security hereby created for the due payment of said bonds and the principal moneys and interest thereon, and for the performance and observance of the conditions, obligations and requirements thereby or by the present deed imposed upon the Railway Company and its successors said Trustee shall stand possessed of all and singular the premises hereinbefore expressed to be conveyed, and the property and effects for the time being representing the same, in trust for the Railway Company, its successors and assigns, and upon and immediately after the due completion of every such payment, and the due performance and observance of every such condition, obligation and requirment, said Trustee shall reconvey all and singular the said premises, property and effects to the Railway Company, its successors and assigns, as it or they shall direct. And in case any of the said bonds or coupons shall not be presented for payment within three months after the principal moneys secured by the said bonds respectively shall be due and payable, the Railway Company shall be at liberty, if it see fit, at any time thereafter, to pay to the Trustee the amount then due and payable upon the said bonds and coupons for the benefit of the holder or holders thereof, and thereupon the premises hereinbefore expressed to be hereby granted shall be liberated from the

trust herein declared for securing the payment of such bonds and coupons respectively, and a release and discharge of this mortgage shall be executed by the trustee in the same manner as if the said bonds and coupons had been paid. And the certificate of the Treasurer of the Railway Company, or of such other officer thereof as the Trustee shall think proper that certain bonds and coupons in such certificate specified have not been presented for payment, shall be sufficient evidence of that fact to authorize the Trustee to act under the power of trust lastly hereinbefore contained, and no subsequent purchaser or person subsequently acquiring any interest in the said premises shall be in any way concerned to ascertain or inquire whether any event has happened upon which the Trustee is herein authorized or directed to execute a release and discharge of this mortgage.

Article X.

It is mutually agreed by and between the parties hereto that the expression "the Trustee" as used in these presents shall be construed to mean the trustee for the time being, and it is mutually agreed by and between the parties hereto that the trustee shall not be answerable for the proper recording or filing of this instrument, or for a failure to record the same, or for the insurance of any of the property herein referred to, or for any error or mistake made by it in good faith, but only for gross negligence or willful default of its duties as trustee, and also, that every such trustee shall be entitled to just compensation for all services which it may hereafter render in this trust, including a reasonable compensation for such attorneys and counsellors, agents and servants as it may properly employ in carrying out the said trust, to be paid by the Railway Company or its successors, out of the income of the Company's property, and the Trustee shall have a lien therefor upon the mortgaged property and the proceeds thereof, and for that purpose it may at any time apply to any court of competent jurisdiction, without notice except to the Railway Company or its successors; and in the event of the resignation, declination or inability to act on the part of the said Trustee, it shall be the duty of the Railway Company to give notice to the bondholders by advertisement for six successive weeks, in some daily newspaper published in the City of New York, of the time and place of meeting for the election of a trustee, at which meeting a majority in interest of the bonds then represented may elect or appoint an incorporated trust company to be trustee, or upon application of any bond holder under these presents, and notice to the Railway Company, a trustee may be appointed by the Circuit Court of the United States for any district of Wisconsin, or by any court having jurisdiction thereof. Upon such election or appointment of any such trustee at any meeting as aforesaid

a statement or certificate of such election or appointment shall be made, showing the amount of said bonds represented at the meeting, and the amount thereof voting for the trustee so elected or appointed, which statement or certificate shall be signed by the president, Chairman or secretary of said meeting, and by the proper officers of the Railway Company, and said statement or certificate shall have attached thereto a copy of said printed notice with proof of publication thereof. If any appointment of trustee shall be made by the said Court as herein before provided, the party applying for such appointment shall procure the appointment to be signed by said judge making the same, attested by the Clerk of said Court, and shall have attached thereto a copy of the application for such appointment, and said statement or certificate of election of appointment at said meeting, and the appointment of the trustee signed by said judge, as aforesaid, shall be filed with the secretary of the State of Wisconsin, and the person or persons, corporation or corporations, named in such statement or certificate, or any such judge's appointment, shall thereupon be and become trustee for the time being of these presents as fully to all intents and purposes as if this present deed had in the first place been executed and delivery to such person or persons, or corporation, but no resignation of such trustee shall take effect until the appointment of its successor.

In Witness Whereof, the said party of the first part, the Minneapolis, St. Paul & Ashland Railway Company has caused this indenture to be executed by its president and its corporate seal to be hereto affixed and duly attested by its secretary, and to testify its acceptance of said trust, the said The State Trust Company of the City of New York has likewise caused the same to be signed by its president and Asst. secretary and sealed with its corporate seal the day and year first above written.

Minneapolis, St. Paul & Ashland Railway Company
By J. W. Cochran
President
Charles H. Pratt
Secretary.

Corporate Seal

Signed sealed and delivered
in presence of
Ben S. Smith
A. S. Kinney

The State Trust Company
By F. S. Bangs
President
H. B. Berry
Asst. Secretary.

Corporate Seal

G. Hvelmuden
D. S. Mills

State of Wisconsin } ss.
County of Ashland }

I, the undersigned, a Notary Public within and for said County and State, do hereby certify that on this 15th day of February A.D. 1897. personally came before me J. W. Cochran, president, and Charles H. Pratt secretary, to me personally known, who being by me duly sworn, said J. W. Cochran did depose and say that he is the president, and said Charles H. Pratt did depose and say that he is the secretary of the Minneapolis, St. Paul & Ashland Railway Company; that they know the corporate seal of said corporation; and that the seal affixed to the within conveyance is such corporate seal; that said instrument was signed and sealed by them on behalf of said Corporation by authority of its board of directors; and that they did each acknowledge said instrument to be the free act and deed of said Minneapolis, St. Paul & Ashland Railway Company.

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

Ben S. Smith
Notary Public
Ashland County, Wis.

Notarial Seal

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

I the undersigned, a Notary Public within and for said County and State, do hereby certify that on this 25th day of February A.D. 1897. personally came before me Francis M. Bangs president, and Hiram B. Berry, asst. secretary, to me personally known, and each being first duly sworn, the said Francis M. Bangs did say that he is the president of the said The Trust Company; and Hiram B. Berry did say that he is the Asst. Secretary of The State Trust Company; that they know the corporate seal of said Corporation; that the seal affixed to the within conveyance is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by authority of its board of trustees, and that they did acknowledge said instrument to be the free act and deed of said The State Trust Company.

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

H. M. Francis
Notary Public
New York County

Notarial Seal

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

I, Henry D. Purroy, 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 H. M. Francis 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 or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the 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.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 25 day of Feby. 1897

Henry D. Purroy
Clerk

Seal

State of Wisconsin
Department of State } ss.

Recvnd this 27th day of February AD 1897. at 9 oclock A.M. and recorded in Vol. 10. of R.R. Mort. and Trust Deds on pages 551 to 569.

G. E. Vandercook
Asst. Secy. of State.

Indexed

Wisconsin and Minnesota Railroad Co.

Appointment of James D. Bolgate
Trustee.

Whereas, by mortgage, or deed of trust dated the first day of January, 1880, The Wisconsin and Minnesota Railroad Company conveyed to John A. Stewart, of the City of New York, Edwin H. Abbot of Cambridge, Massachusetts, and George Hoffman of the City of New York, all its railroad and other property, constructed or to be constructed or acquired, as security for the first mortgage bonds of said Railroad Company, which mortgage was duly recorded in the office of the Secretary of State of the State of Wisconsin, on the 31st. day of March, 1880, and

Whereas, There was thereafter duly issued and are now outstanding, bonds under said mortgage to the par value of $810,000. and

Whereas, the said George Hoffman has died, and the said John A. Stewart has duly resigned as such trustee, so that the said Edwin H. Abbot is now the sole surviving or continuing trustee under said mortgage

Now, Therefore, I, the said Edwin H. Abbot, as sole surviving and continuing trustee under said mortgage do hereby remove and appoint James D. Bolgate, of the City of New York, trustee under the same under said mortgage, and I hereby declare that this appointment is made with the consent of the holders for the time being of a majority of the bonds outstanding under said mortgage, as evidenced by the instrument dated April 6th, 1897 hereto attached.

In Witness Whereof, I have hereunto set my hand and seal the twelfth day of April in the year one thousand eight hundred and ninety-seven.

Edwin H. Abbot. Seal

Signed, Sealed and Delivered
in the presence of
Edgar D. Ives
Edwin H. Hall

State of Wisconsin
County of Milwaukee } ss.

On this 12th day of April, one Thousand eight hundred and ninety-seven before me personally appeared Edwin H. Abbot, to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same

Edgar D. Howe.
Notary Public
Milwaukee County.
Wisconsin

New York. April 5. 1897.

Edwin H. Abbott, Esq as sole acting trustee under the mortgage or deed of trust, made January 1. 1880. by The Wisconsin and Minnesota Railroad company.

Dear Sirs:-

The number of trustees under the mortgage above named having, by the resignation of Hon. John A. Stewart, and the death of Hon. George Hoffman been reduced to one, me, the undersigned, the holders of the amounts of the bonds secured by said mortgage set opposite our names respectively, hereby request and consent that you, as the continuing trustee appointed by instrument in writing under your hand and seal, Hon. James B. Colgate, of the City of New York, co-trustee with you of said mortgage, and that you cause such instrument to be recorded in the office of the Secretary of State of the State of Wisconsin.

Very truly
Trustee under the will of John B. Dover deceased.
John A. Stewart, Trustee.

$390.000 Bonds — Thos. B. Colgate

$299,000 Bonds.

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

On this sixth day of April, one thousand, eight hundred and ninety seven, before me personally appeared John A. Stewart and James B. Colgate to me personally known, and known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged that they executed the same.

Richard Sheldon
Notary Public No. 22 15
New York County.

Seal

Filed & Recorded April 15th 1897 at 3 o'clock P.M.
and duly recorded in Vol. 10 of Railroad Mortgages
on page 570. & compared
E. C. Spencer
Register of Deeds
Assistant Register of Deeds

Indexed

Wisconsin and Minnesota Railroad
Company.
Resignation of Edwin H. Abbott
as Trustee.

Whereas The Wisconsin and Minnesota Railroad company heretofore, to wit, on January 1st. A. D. 1880. made, executed and delivered, under its corporate seal, to Messrs. John A. Stewart, Edwin H. Abbot and George Hoffman, as Trustees, a certain indenture of trust and mortgage dated said day, and thereafter to wit, on March 31st. 1880. at nine O'clock A. M., recorded in the Department of State, for the State of Wisconsin, in Volume four of Railroad Mortgages, on pages 392-394 inclusive; and

Whereas The said George Hoffman thereafter departed this life, and the said John A. Stewart thereafter resigned the said trust, and James B. Colgate of New York City was thereafter duly appointed by the undersigned associate trustee with himself in place of John A. Stewart, resigned as aforesaid and said James B. Colgate thereafter duly accepted said trust; and

Whereas The undersigned now desired now desires to resign and discharge himself of said trust;

Now, Therefore in pursuance of the provisions of Article Fifteen of said indenture of trust and mortgage, I, Edwin H. Abbott, now residing in Lambridge, Massachusetts, do hereby in evidence of my said resignation and discharge of said trust, assign, transfer, convey and set over unto said James B. Colgate, all the estate, rights, powers, trusts and privileges of whatsoever nature vested in me as one of said Trustees, under and by virtue of said indenture of trust and mortgage.

To Have and To Hold the same unto said James B. Colgate, his successor and successors, in said trust, in like manner and as fully as if he had been originally named in said indenture in my place and stead.

Witness my hand and seal, this Thirteenth day of April, A. D. 1897.

In presence of
Edgar D. Howe.
O. B. Burdick

Edwin H. Abbott (Seal)

State of Wisconsin } ss.
County of Milwaukee }

On this 13th day of April, A.D. 1897, personally came before me the above named Edwin H. Abbott to me personally known to be the person who executed the foregoing instrument and acknowledged the same.

Edgar D. Doe.
Notary Public
Milwaukee County
Wisconsin

State of Wisconsin } ss.
Department of State }

Received this 21st day of April, A.D. 1897, and recorded in Vol. 10 of R. R. Mortg. and Ass. on page 571 and 572.

S. O. Vanderwerk
Assistant Secretary of State

Indexed

Wisconsin and Minnesota Railroad Company.
John A. Stewart
to
James D. Edgate
Release.

This Indenture made the nineteenth day of April, one Thousand eight hundred and ninety-seven, between John A. Stewart, of the City of New York party of the first part, and James D. Edgate, of said City of New York, as Trustee under the mortgage of the Wisconsin and Minnesota Railroad Company, dated January 1, 1880, party of the second part Witnesseth:

Whereas, the Wisconsin and Minnesota Railroad Company the corporation above mentioned, by its said mortgage, conveyed unto said John A. Stewart, Edwin H. Abbott and George Hoffman, as Trustee, all the property of said Railroad Company, more particularly described in said mortgage, which mortgage was recorded in the office of the Secretary of State of Wisconsin, on the 31st day of March, 1880, and

Whereas, the said George Hoffman thereafter died the said John A. Stewart thereafter resigned his office as such Trustee, and the said James D. Edgate was thereupon with the consent of the holders of more than a majority of the bonds outstanding under said mortgage appointed Trustee thereunder in association with the said Edwin H. Abbott, and the said Edwin H. Abbott has since also resigned his office as such Trustee

Now, Therefore, the party of the first part in consideration of the premises and of the sum of one dollar, lawful money of the United States to him in hand paid by the party of the second part, has conveyed, released and quitclaimed and by these presents does convey, release and quitclaim to the party of the second part all the railway property and rights described in said mortgage, as such property has been actually constructed and acquired, or may hereafter be constructed or acquired, to have and to hold to the party of the second part his successors and assigns in trust for the purposes declared in said mortgage.

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

Sealed and delivered in presence of } John A. Stewart [Seal]
Henry D. Kennedy.

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

On this 19th day of April, in the year one Thousand eight hundred and ninety-seven, before me personally came John A. Stewart, to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Henry D. Kennedy
Notary Public, Kings Co.
Cert. filed N. Y. Co.

State of Wisconsin } ss.
Department of State }

Received this 24th day of April A. D. 1897 and Recorded in Vol. 10 of Railroad Mortgages and Trust Deeds on pages 572 and 573.

S. O. Vanderwerk
Assistant Secretary
of State

Shippewa Falls & Western Railway Company
Appointment of Trustee

Whereas, on or about November 1, 1894, The Shippewa Falls and Western Railway Company made, executed and delivered to O. Eldridge, of Elmira, New York, as trustee, its certain mortgage or deed of trust, bearing date on that day, to secure one hundred and fifty (150) bonds of said railway company, each for one thousand dollars ($1,000), bearing date November 1, 1894, and payable November 1, 1904, all of which bonds are now outstanding and unpaid; and

Whereas said O. Eldridge, the trustee of and under said mortgage or deed of trust, is dead; and

Whereas in and by said mortgage or deed of trust it is provided that in case at any time the said trustee shall resign or be removed, or become incapable or unfit to act in the said trust, a successor shall be appointed by the holders for the time being of a majority in interest of the said bonds then outstanding by an instrument in writing signed by such majority, and that the trustee so appointed shall thereupon become vested with all the powers, authorities and duties granted to or conferred upon said O. Eldridge, the trustee named in said mortgage and all the rights and interests requisite to enable him to execute the purposes of the trust thereby created, without any further assurance or conveyance, so far as such effect may be lawful; now

Know All Men By These Presents that we, the undersigned, being the holders now of a majority in interest of the said bonds now outstanding, do hereby constitute and appoint Edward O. Carpenter, of Yonkers, New York, trustee of and under said mortgage or deed of trust, with all the powers, authorities and duties by said mortgage or deed of trust granted to or conferred upon said O. Eldridge the trustee therein named, and with all the rights and interests requisite to enable him to execute the purposes of the trust created by said mortgage or deed of trust.

In Witness Whereof we have signed our names hereto, and have written opposite our names the amount of the principal of the bonds held by us and the serial numbers of the bonds (held by us and the serial numbers of the bonds) so held, this 6th day of May, A. D. 1897.

Names.	Amount of bonds held	Serial numbers of bonds held.
Jas. B. Colgate	$34,000.	92 to 105 inclusive; 108 " 115 "
The Estate of John B. Trevor		$24,000
John A. Stewart.	Trustee	#7 to 12 inclusive; 88 " 90 " ; 93 " 91 "
Colgate Hoyt	Trustee	
Henry H. Trevor		Nos. 1.2.3.4.5. $5,000 Nos. 32-33-34
Estate of Henry H. Rathbone by Jas. R. Rathbone Executor		$16,000. Nos. 71-72-73-123 to 132 inclusive
Jno. A. Reynolds as of Henry H. Rathbone deed		
C. H. Arnot, Elmira, N. Y.	$10,000.	Nos. 31.35.36.37.38.39.40.41.42 to 43

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

On this 6th day of May, 1897, before me personally came Jas. B. Colgate, to me personally known, and known to me to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same; and the said Jas. B. Colgate, being by me first duly sworn, did depose and say that he is the holder of bonds of the Shippewa Falls and Western Railway Company to the amount and bearing the serial numbers set opposite his signature above.

W. J. B. Carpenter
Notary Public
Westchester County
Certificate filed in N.Y. Co.

Notarial Seal

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

On this 6th day of May, 1897, before me personally came John A. Stewart, to me personally known, and known to me to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same; and the said John A. Stewart, being by me first duly sworn, did depose and say that he is one of the executors of the last will and testament of John B. Trevor, deceased, and that the executors of the said last will and testament are the holders of bonds of the Shippewa Falls & Western Railway Company to the amount and bearing the serial numbers set opposite his signature above.

W. J. B. Carpenter.
Notary Public
Westchester County
Certificate filed in N. Y. Co.

Notarial Seal

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

On this 6th day of May 1897, before me personally came Balgati Boyt, to me personally known, and known to me to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same; and the said Balgati Boyt, being by me first duly sworn, did depose and say that he is one of the executors of the last will and testament of John B. Isaacs, deceased, and that the executors of the said last will and testament are the holders of bonds of the Chippewa Falls & Western Railway Company to the amount and bearing the serial numbers set opposite his signature above.

Notarial Seal

B. T. B. Carpenter.
Notary Public
Westchester County
Certificate filed in N.Y.Co.

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

On this 6th day of May, 1897, before me personally came Henry G. Isaacs, to me personally known and known to me to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same; and the said Henry G. Isaacs, being by me first duly sworn, did depose and say that he is the holder of bonds of the Chippewa Falls and Western Railway Company to the amount and bearing the serial numbers set opposite his signature above.

Notarial Seal

G. R. Schieffelin
Notary Public
N. Y. Co. - 16

State of New York
Channing County } ss.

On this 7th day of May, 1897, personally came before me James B. Rathbone and John A. Reynolds to me personally known to be two of the same persons who are described in and who as the executors of Henry G. Rathbone deed, executed the foregoing instrument and severally duly acknowledged that they executed the same.

Notarial Seal

John B. Isaacs.
Notary Public in and for
Channing County.
N. Y.

State of New York
Channing County } ss.

On this 7th day of May, 1897, before me personally came M. H. Arnot to me personally known, and known to me to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same, and the said M. H. Arnot, being by me first duly sworn, did depose and say that he is the holder of bonds of the Chippewa Falls and Western Railway Company to the amount and bearing the serial numbers set opposite his signature above.

Notarial Seal

John B. Isaacs.
Notary Public

State of Wisconsin
Department of State } ss.

Received this 13th day of May, A. D. 1897, and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on page 574 to 578

H. D. Vanderook
Assistant Secretary of State.

Deed of Trust

Citizens Traction Company

of

Oshkosh, Wisconsin

to

New York Security and Trust Company.

This Indenture, made this first day of February A. D. 1897, by and between The Citizens Traction Company, a corporation organized and existing under and by virtue of The laws of The State of Wisconsin, and having its place of business at Oshkosh, in The county of Winnebago, in said State, party of The first part, and New York Security and Trust Company, a corporation organized and existing under The laws of The State of New York, Trustee, party of The second part. Witnesseth,—

Whereas The said party of the first part is a corporation duly organized under The laws of The State of Wisconsin, authorized to construct and operate a street railway by electricity or other new and improved motive power, and by virtue of ordinances of The proper authorities of The city of Oshkosh is duly authorized to construct and operate said road in The streets of said city And

Whereas at meetings of The stockholders and directors of said company duly and regularly called and held, it was at each of said meetings unanimously resolved That said party of The first part should borrow money to pay for completing The construction and equipment of its street railway plant, and for other properly authorized corporate purposes, and for That purpose should issue its certain Two first mortgage bonds at The par value of One Thousand Dollars each, and should secure The payment of The same and each and every part thereof and of The interest thereon by a first mortgage or deed of trust upon all The property of The said party of The first part, now owned by it or hereafter to be acquired, And

Whereas, at each of said meetings a copy of this indenture and of The bond hereinafter set forth was duly presented and adopted as The form of The proposed bond and of The proposed indenture or deed of trust, and The president of said party of The first part was directed to execute said bonds under The corporate seal of said corporation in behalf thereof, and The Secretary to attest The same and coupons were directed to be attached authenticated by an engraved fac-simile signature of The treasurer of The party of The first part, and The president of said party of The first part was authorized to execute said deed of Trust under The corporate seal in behalf of said company and The secretary to attest The same, And

Whereas said bonds are each and all of like date and tenor and in The form following, to-wit:

First Mortgage Gold Bond.

No.—— $1000.00

United States of America.
State of Wisconsin.
Citizens Traction Co.
Incorporated under The laws of Wisconsin.

The Citizens Traction Company, a corporation duly organized and existing under The laws of The State of Wisconsin, for value received, promises to pay to The bearer hereof, One Thousand Dollars, on The first day of February, 1927, with interest at Six per cent, (6%) per annum payable semi-annually, on The first day of August and on The first day of February of each and every year while this bond shall be outstanding and unpaid, on The presentation of The proper coupon hereto attached. Both principal and interest payable in gold coin of The United States of The present standard of weight and fineness, at The office of The New York Security and Trust Company in The city of New York, State of New York. ——

This bond is one of a series of Two Hundred bonds, of like tenor and amount, and of even date herewith, numbered consecutively from One to Two Hundred, both inclusive, executed and delivered in pursuance of vote of The stockholders, and of The Board of Directors respectively, authorizing The issue of said bonds, and The execution and delivery of The mortgage or trust deed, hereinafter mentioned. Payment of this bond and of The coupons attached, is secured by a first mortgage or trust deed, upon all The property, real, personal or mixed, and all The franchises and rights of The said company, now owned or hereafter to be acquired, and all of said bonds is and equally secured by said mortgage or trust deed bearing even date herewith, delivered to The New York

Security and Trust bompany in the city of New York, State of New York, as Trustee, and duly vended. Upon default in the payment of any installment of interest upon this bond for a period of three months after demand, the principal of this bond and all others of the same series shall become immediately due and payable, upon the conditions and in the manner and with the effect as provided in said mortgage or deed of trust. This bond shall not become valid or binding on this company until the certificate on the back hereof is signed by the said Trustee. _____

In Testimony Whereof the said Citizens Traction bompany has caused its corporate seal to be hereto affixed, and this bond to be signed in its behalf by its president, and attested by its secretary and the coupons hereto attached to be authenticated by an engraved fac-simile signature of its treasurer, this first day of February, A. D. 1897. _____

Citizens Traction bompany

President

Attest:

Secretary

The coupons attached to each of the said bonds, are sixty (60) in number, and in the form following: _____

bouPon No. ____

$30.00

_____ On the first day of _____ A. D. _____ the Citizens Traction bompany promises to pay to the bearer, Thirty Dollars in gold, at the office of the New York Security and Trust bompany in the city of New York, State of New York, being six months interest on its first mortgage gold bond No. ____

Treasurer.

Which bonds have also upon them the form of certificate to be signed by the Trustee, as follows, _____

Trustee's Certificate.

This bond is one of a series of Two Hundred bonds of the Citizens Traction bompany for One Thousand Dollars each ($1,000.00), and numbered from One to Two Hundred, both inclusive, mentioned and described in the trust deed within mentioned. _____

New York Security and Trust bompany

Trustee

By _____

President

And whereas, all things have been done and happened to make said bonds when issued the good and valid negotiable obligations of the party of the first part, and this deed of trust or mortgage when executed a good and valid security for the payment of said bonds; _____

Now Therefore This indenture witnesseth, That the Citizens Traction bompany in consideration of the premises and the sum of Two Hundred Thousand Dollars ($200,000.00), to it in hand paid, the receipt whereof is hereby acknowledged, and in order to secure the due and punctual payment of the principal and interest of the bonds aforesaid, to the amount of Two Hundred Thousand Dollars to be issued, or whereas may be issued, as herein mentioned, has granted, bargained, sold, assigned, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, assign, alienate, convey and confirm unto the said party of the second part, Trustee as aforesaid, and to its successors and assigns forever, all the following property, to-wit: All the real estate, right of way, easements, licenses, privileges, rights and franchises now owned or hereafter to be acquired by the said grantor, the Citizens Traction bompany, including its railway, electric and other machinery constructed, or to be constructed, its power house, or power houses, machinery, cars, motors, apparatus, poles, building, wires, stations, side tracks, switches, tunnels, poles, wires, dynamos, pipes, and any and all other apparatus, and all the property, real, personal or mixed by it owned or hereafter to be owned, or in which it now has, or hereafter may have any right, or interest, or which now is, or hereafter may be at any time connected with, or form a part of, the plant and property of the said grantor, the said Citizens Traction bompany, and all power plants, and everything of every kind pertaining to, or connected with the said business, which it now owns, or which may hereafter be acquired by it; together with all the rents, issues, profits, income, privileges, franchises, appurtenances, appertaining to, or appertaining to said property and all the rights, privileges, immunities and franchises, corporate or otherwise, of the said Citizens Traction bompany, whether now possessed or hereafter acquired, and all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the party of the

first part, in and to the same, and every part thereof with the franchises, privileges and appurtenances thereunto belonging. _____

To Have and To Hold all and singular the premises, said property and property rights and franchises hereinbefore and hereby granted, bargained, sold, conveyed, transferred, assigned and every part and parcel thereof, with all appurtenances in any wise thereunto belonging and appertaining to the said New York Railway Trust Company, as Trustee, its successors in said trust, and its assigns forever. _____

In Trust, nevertheless, for the equal pro rata benefit and security of all the holders, of any of the above mentioned bonds, at what period soever the same may be issued, and without any preference or priority of one bond over another, and for the uses and purposes hereinafter set forth. _____

And the said party of the first part covenants and agrees, to and with the said party of the second part, that the said party of the first part shall and will, from time to time, pay and discharge all taxes, assessments and governmental charges, lawfully imposed on said property, or any part of it, and that it 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 true and effect of the said bonds and coupons, and in the manner and form as herein set forth. _____

Until default shall be made in the payment of any installment of interest due on said bonds, or any of them, or in the payment of said bonds, or any of them when the same shall become due or in the observance of any covenant or agreement herein contained, the said party of the first part shall be permitted to remain in the actual possession of said premises and property, and to exercise the rights and franchises relating thereto, and to collect and receive the tolls, income, rents, issues and profits thereof, and use and enjoy the same in any manner which will not impair the lien created by these presents. _____

And the said party of the first part hereby covenants and agrees, that it will, from time to time, and

at all times hereafter, and upon reasonable request, execute and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the said Trustee aforesaid, and its successors in this trust, for the purposes herein expressed, or intended, all and singular the said premises, property and appurtenances, rights, interests and franchises, hereby granted, bargained, sold, conveyed or possessed by it, or subsequently acquired as by the trustee or counsellors learned in the law shall be reasonably devised, advised or required. _____

In case the party of the first part shall fail to pay the interest on any of said bonds or any part thereof at any time when the same may become due or payable according to the tenor thereof, and shall continue in said default for three months after such payment shall have been demanded at the place where said interest is payable, or in case default shall be made in the performance of any other covenant or condition in this instrument required to be kept or performed by the said party of the first part, and if such default shall continue for the period of six months, then and thereupon the principal of all the bonds hereby secured shall be and become immediately due and payable, provided that the Trustee give written notice to the railway company while such default continues, of its election to that effect which notice it shall be bound to give, if requested in writing so to do by the holders of not less than one-half of all said bonds then outstanding and may give without such request. _____

In case default be made in the payment of any installment of interest on said bonds, or any of them when such interest shall become due and demanded or in the observance of any covenant or agreement herein and if any such default shall continue for a period of three months; or in case default be made in the payment of the principal of said bonds or any of them, then and in any such case of default, it shall be lawful for the said party of the second part, as such Trustee, its successor or successors in the trust, personally or by attorney or agent to enter upon and take possession of the premises and property herein described and the said party of the second part, or its successor or successors in said trust, may, at its or their own discretion, proceed to

foreclose this mortgage by advertisement, and to bring said property herein described to a sale, and for that purpose it or they are hereby authorized and empowered absolutely to sell and dispose of said property at public auction or vendue, to the highest bidder after giving notice of the time and place of such sale, in the manner provided by the laws of the State of Wisconsin in case of foreclosure of mortgages of real estate by advertisement, and on such sale to make and execute to the purchaser or purchasers, thereof good ample and sufficient deed or deeds of conveyance in the law in fee simple, free and clear from the incumbrance hereby created, pursuant to the laws in such cases made and provided; and it is hereby further provided that from the proceeds of any such sale that may be made under and by virtue of the provisions aforesaid, the said party of the second part, or its successor or successors in said trust shall after paying and discharging all proper and legal costs and charges attending such sale, including reasonable attorneys and counsellors fees, as well as reasonable compensation for its own services, and all incumbrances for taxes and assessments, pay the principal of said bonds remaining unpaid, whether the same shall have become previously due or not, together with all the interest which shall at that time have accrued upon the said principal, and be unpaid, without discrimination or preference, but ratably; and after paying all costs and charges as aforesaid, including reasonable attorneys and counsellors fees, and reasonable compensation to the said trustee for its services, and the principal and interest of said bonds then remaining unpaid, said party of the second part, or its successors or successors in said trust, shall pay over any surplus that may remain from such sale to the said party of the first part, or to such party as may then be entitled to receive the same; provided, however, that in case of any default as aforesaid, the foregoing provisions in relation to taking possession, sale or foreclosure of said premises shall not be deemed to exclude any other remedy at law or in equity, to enforce this mortgage, or the obligation secured thereby, but the trustee may apply to any competent court for relief by way of foreclosure or otherwise. ——

——And it is hereby further provided that in case

default shall be made in the payment of any installment of interest due on said bonds, and said property shall be brought to a sale on account of any such default, then and in that case, the principal of all bonds issued hereunder shall immediately become due and payable and be paid out of the proceeds of any sale that may be made of said property aforesaid. ——————————

——It is further stipulated, covenanted and agreed, between said parties, that upon the payment by said party of the first part of the principal and interest of said bonds, and all other liens and charges under the trust hereby created, then this mortgage or trust deed shall become and be null and void, and of no effect, the property herein described reverting to the said party of the first part, and said party of the second part, or its successors in said trust shall, upon request, enter a satisfaction of this mortgage of record, as by law in such cases made and provided.

So as case shall any claim, benefit or advantage be taken by the railway company of any valuation, stay, or relief laws to prevent the entry, foreclosure or sale by or at the suit of the trustee, but the same are hereby expressly waived. The Railway company may from time to time dispose of any portion of the property covered by this instrument, which may no longer be required for the due maintenance and operation of the said railway, provided that the trustee shall consent thereto, and the trustee shall consent thereto on above such property from the lien and effect of this instrument upon the demand in writing of the president of the Railway company, and upon the affidavit of the Railway company, to the reasonable satisfaction that such property is at the time of such demand, is unnecessary for use in the construction, operation maintenance or use of the property hereby covered. The proceeds of all the property thus sold shall be applied to the purchase of additional property which shall become subject to the lien of this instrument. Any notice required by the trustee to be given to the party of the first part shall be enclosed as properly given if mailed to the party of the first part in Oshkosh, Wisconsin. ——

——All representations herein, and in said bonds contained, are made by and on behalf of party of the

first part hereto, and the trustee is not responsible for the existence thereof. _____

It shall be no part of the duty of the trustee to see to the execution, acknowledgment, filing or recording of this instrument, as a chattel mortgage or mortgage of real estate or otherwise, or to do any act necessary or proper to make this instrument a lien or to continue, extend or supplement such lien, or to give in any way any attention to the condition or protection of any of the property included in or covered by this instrument, in regard to either taxes, assessments, ground rents, or insurance, or in regard to any other matter or thing. But said trustee may, in its discretion, do or require to be done, any thing reasonable or proper, in regard to the matters above mentioned, as it may see fit, and any insurance money which may come to the hands of the trustee hereunder may, in its discretion, be turned over to the parties of the first part, on receipt of the latter certifying that said moneys are to be used by it in restoration of the property injured or destroyed. Said trustee shall only be responsible for good faith in the performance of the trusts hereunder and shall not be answerable for the act or default of any agent, attorneys or employe selected with reasonable discretion, and shall be entitled to be reimbursed for all reasonable outlays of every sort or nature incurred by it in the discharge of its trusts hereunder; also to receive a reasonable and proper compensation out of the trust property for any services which it may at any time perform in the discharge of its trusts hereunder, and all such outlays, fees, compensation and disbursements shall be personal indebtedness of the party of the first part hereto, and shall constitute a lien hereunder on the mortgaged property, prior to the lien of said bonds and coupons; and the trustee shall not be obligated, except at its option to enter, defend, maintain or carry on any suits or litigation in any manner or form touching out of this trust had, or the bonds or coupons secured hereunder, unless and until the bondholders, or some of them shall have first indemnified the trustee, to its satisfaction, against all expenses and liabilities in which the trustee is, in its judgment, likely to be involved by such action, or its part

and until such indemnity shall have been tendered to the trustee, and the trustee shall have declined to proceed. To foreclose hereunder, no suit or proceedings at law or in equity shall be brought or be maintained by any person or corporation other than the trustee hereunder, to enforce or foreclose the lien hereby and said trustee may resign the trusts hereof upon first giving notice of its intention to resign, to the party of the first part, its successors or assigns. And it is hereby further provided and agreed, that in case of the death, resignation, incapacity or removal of the party of the second part as trustee hereunder, or in case of a vacancy in any way occurring in such trusteeship such vacancy shall be filled by the appointment of a new trustee or trustees by any court in the State of Illinois, whether State or Federal, having jurisdiction in the premises, which appointment may be made, either upon the application of the said party of the first part, giving such previous notice by publication, as the court may direct, or on application of any one or more of the holders of said bonds hereby secured, and then without giving such previous notice to the said party of the first part, as the court may direct, in case said party of the first part shall neglect, for sixty days, to make the application to fill the vacancy as aforesaid; and so from time to time, as vacancies shall occur in the trusteeship, the same shall be filled in the manner previously described, so that there may always be a trustee ready to discharge this trust, and each new trustee thus from time to time appointed to fill such vacancy, shall upon such appointment, without further act, deed or conveyance, become and be vested with, and subject to, the estates, rights, powers and duties of the former trustee in whose place he shall be appointed; but, nevertheless, in case of vacancy, by reason of resignation incapacity or removal of any trustee, the retiring trustee or the representatives of a deceased trustee shall, if required, make, sound, execute any acts, deeds or things which shall be requisite, or proper, fully to vest in and confirm to such substituted trustee, such estate, rights, and powers now, and as are vested in the trustee whom he shall succeed. _____

And it is also understood and agreed that the

Trustee shall be protected in acting upon any paper entitled to it by the secretary of the party of the first part or any one believed by the Trustee to be the secretary of the party of the first part as a copy of a resolution duly adopted by the party of the first part and in acting upon any other notice, certificate, bond or other paper or document believed by it to be genuine and signed by the proper party.

The Trustee is authorized upon the presentation to it cancelled or for cancellation or burning of the bonds herein mentioned, and a copy certified by the secretary of a resolution of the Board of Directors requiring the Trustee to cancel or burn said bonds and to release the mortgage, to make such cancellation or burning, and to execute such release whether such bonds have matured or not.

The word "Trustee" as used in this instrument shall be construed to mean the Trustee or Trustees for the time being whether original, substituted or successor, such Trustee or Trustees shall be vested with all the estates, powers, rights, authority, privileges, hereby granted to and conferred on the said New York Security and Trust Company herein named as Trustee and party of the second part.

Whereas, by reason of distance, lapse of time or other accident, the dates of the actual execution of this indenture of mortgage and trust by the various parties hereto, may be previous or subsequent to the date of which it bears date.

Now, it is expressly agreed and declared hereby, that this indenture of mortgage or deed of trust, shall be dated the first day of February, A. D. 1897, and shall be valid and effectual as if executed on the day of the date hereof.

In Witness Whereof, the Citizens Traction Company by resolution duly adopted, has caused these presents to be signed in its behalf by George J. Kobusch its President, and countersigned by G. K. Dillon its Secretary, and has caused its corporate seal to be hereunto affixed, and the said New York Security and Trust Company, Trustee, party of the second part, has caused its corporate seal to be hereto affixed, and the same to be attested by the signature of its President and Secretary, in token of its acceptance of the said trusts, the day and year first above written.

Citizens Traction Company
George J. Kobusch
President.

In Presence of
H. J. Hust
Geo. O. Sanders
} as to Kobusch and Dillon

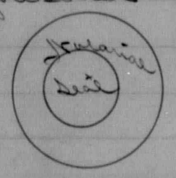
countersigned:
G. K. Dillon.
Secretary
A. H. Hyatt.
Asst Vice-President of the
New York Security and Trust Co.
Osborn H. Bright.
Secretary of the
New York Security and Trust Co.

State of Wisconsin }
County of Winnebago } ss.

Be It Remembered That on this 10th day of April 1897, before me the subscriber, a Notary Public within and for said county and state, personally came George J. Kobusch and G. K. Dillon to me personally known to be respectively the President and Secretary of the Citizens Traction Company, a corporation organized and existing under the laws of the State of Wisconsin, and to me known to be the persons who, as such officers, executed the above instrument, and acknowledged the execution thereof to be their free act and deed, and the free act and deed of the said Citizens Traction Company, for the uses and purposes therein mentioned. And the said George J. Kobusch being by me duly sworn, did depose and say, that he is the President of the Citizens Traction Company, that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said company, and was so affixed by order of its Board of Directors, and that by like order he signed the aforesaid instrument, as President of said corporation. And the said G. K. Dillon being likewise duly sworn, did depose and say, that he is the Secretary of the said Citizens Traction Company, that the seal affixed to the foregoing instrument, is the corporate seal of said company, and was so affixed by order of its Board of Directors, and that by like order

he countersigned the said instrument as Secretary of said corporation.

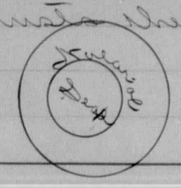
In Testimony Whereof I have hereunto subscribed my name officially and affixed my official seal the day and year last aforesaid



H. D. Reed
Notary Public
Ohio

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

Be it Remembered That on this 2" day of April 1897. before me the subscriber, a Notary Public in and for the said county and State, personally came Abram H. Hyatt 2nd Vice President, and Osborn H. Wright Secretary of the New York Security and Trust Company named in the foregoing mortgage or deed of trust, as grantor, and to me personally known to be such 2nd Vice President and Secretary respectively, and acknowledged the said instrument to be the free act and deed of the said New York Security and Trust Company for the uses and purposes therein mentioned and that as such officers they had affixed thereto the corporate seal of said company, and signed their names thereto officially, in testimony of its acceptance of the trusts therein created and confirmed



Chas. A. Braine Jr.
Notary Public Kings Co.
Cert. filed in New York Co.

(Endorsement.)

Registers Office } ss.
Hancock Co. Ohio.

Received for record the 10th day of April 1897 at 10:30 o'clock A.M. and recorded in Vol. 206 of Page 463

John Klinger Register.

State of Wisconsin } ss.
Department of State }

Received this 19" day of July A. D. 1897 at 9 o'clock A.M. and recorded in Vol 10 of R. R. Mortgage and Trust Deeds on pages 577 to 600.

H. D. Vandercook
Asst. Sec. of State

Indexed

Quit Claim Deed
and
Bill of Sale.

F. H. Gesslyn as Receiver of the Central Wisconsin Electric Railway Company
to
H. H. Brooks.

This Indenture, made the 23rd day of November, in the year of our Lord, one Thousand eight hundred and ninety-six, between F. H. Gesslyn, Receiver of the Central Wisconsin Electric Railway Company, party of the first part and H. H. Brooks of Toledo, Ohio, party of the second part.

Whereas, the said party of the first part was on the 7th day of May 1896 in an action then pending in County Court of Pinebago County, Wisconsin, wherein A. E. Thompson and others were plaintiffs and the Central Wisconsin Electric Railway Company and others were defendants, duly appointed Receiver of the franchises and effects of said corporation, and

Whereas pursuant to the order of said Court duly made and entered in said action on the 22nd day of June, 1896, the party of the first part did on the 21st day of November 1896 at the sheriffs office in the Court House in the City of Oshkosh, Winnebago County, offer for sale and sell at public auction to the highest bidder for cash, among other things, certain franchises of said corporation, and

Whereas, the party of the second part was the highest and best bidder therefor, and

Whereas his bid was the sum of Five Hundred and Fifty-One Dollars ($551.00), that being the highest sum bid and that being the sum paid for the same.

Witnesseth: That the said party of the first part for and in consideration of the sum of Five Hundred and Fifty-one Dollars ($551.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given granted, bargained, sold, remised released and assigned, and by these presents does give, grant, bargain, sell, release, alien and assign unto the said party of the second part and to his heirs and assigns forever, all his right, title and interest and all the right, title and interest of the Central Wisconsin Electric Railway Company in and to all the franchises of the said the Central Wisconsin Electric Railway Company, and including among others the franchise to be a corporation

and the franchise or franchises to build operate and maintain a street railway in the city of Oshkosh, and in other places; this conveyance is not intended to, and does not convey any of the property of said corporation except the franchises, and does not include any of the property or accounts mentioned in the inventory filed in said action.

To Have And To Hold The same together with all and singular the privileges thereunto belonging or in anywise appertaining, and all the estate, right, title and interest and claim whatsoever of the said, The Central Wisconsin Electric Railway Company, and of the first part as Receiver in law or equity to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever, free from all claim or lien of the parties to the said action.

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

Signed, sealed and delivered
In presence of
A. E. Thompson
Chas Baron Jr.

F. H. Gooding [Seal] as Receiver of the Central Wisconsin Electric Railway Company.

State of Wisconsin } ss.
Winnebago County }

Be It Remembered, That on the 23rd day of November, A. D. 1896, personally came before me the above named F. H. Gooding, the receiver of the Central Wisconsin Electric Railway Company, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

A. E. Thompson
Notary Public
Wisconsin

Office of Register of Deeds
State of Wisconsin
Winnebago County } ss

I, John Strange, Register of Deeds in and for the County of Winnebago and State of Wisconsin, do hereby certify, That I have compared

the above and foregoing instrument herein named with the record of said instrument, recorded in the office of the Register of Deeds in and for said county, on the 24 day of Nov. 1896 at 2½ P. M. in volume 206 on page 307 and that the same is a true and correct copy of transcript of such instrument as recorded, and of the record thereof, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 6th day of February, A. D. 1897.

John Strange
Register of Deeds in and for
Winnebago County
Wisconsin

Register's Office
Winnebago Co., Wis. } ss.

Received for record the 24 day of Nov. 1896, at 2½ o'clock P. M. and recorded in Vol. 206 of 307, page

F. D. Brooks
Register
By J. Badger. Dpt.

State of Wisconsin } ss.
Department of State }

Received this 29th day of July, A. D. 1897, at 2:30 P. M. and recorded in Vol 10 of R. R. Mortgages and Land Deeds on pages 591 to 594.

H. O. Vandervoort
Assistant Secretary of State

Deed

from

W. H. Cook

to

Citizens Traction Company.

Indenture made this 24th day of November in the year 1896 by and between W. H. Cook of Toledo, Ohio, party of the first part and the Citizens Traction Company of the second part.

Whereas the said party of the first part did on the 21st day of November 1896 at the sheriffs office in the Court House in the City of Oshkosh, Winnebago County, Wisconsin, bid in and purchase at the receiver's sale in the action in which A. E. Thompson et al were plaintiffs and the Central Wisconsin Electric Railway Company et al were defendants, all the right, title and interest of the Central Wisconsin Electric Railway Company in and to all the franchises of the said Central Wisconsin Electric Railway Company including among others, the franchise to build, operate and maintain a street Railway in the City of Oshkosh, Wisconsin, and

Whereas on the 23rd day of November 1896 the court in which said action was brought confirmed the sale made to said W. H. Cook by said receiver in said action, and

Whereas J. H. Jacklyn, receiver in said action did on the 23rd day of November 1896, make, execute and deliver to the said party of the first part a conveyance of all the right, title and interest of the said Central Wisconsin Electric Railway Company and of said J. H. Jacklyn as receiver in and to the franchises of said Central Wisconsin Electric Railway Company including therein said franchise to build, operate and maintain a street railway in the city of Oshkosh Wisconsin, and

Whereas the said party of the first part through his agent William F. Kanewald did on the 21st day of November 1896 at the said receiver's sale bid in and purchase all the right, title and interest of the said Central Wisconsin Electric Railway Company in and to all the ties and poles then in the hands of said receiver, being all the ties and poles which are in the ground or in piles or scattered along the lines of the route of said railway in the city of Oshkosh, Wisconsin, and all the ties and poles possessed or claimed by said receiver in said action, and

Whereas on the 23rd day of November 1896 the Court in which said action was brought, confirmed the sale made to said William F. Kanewald by said receiver

in said action, and

Whereas J. H. Jacklyn receiver in said action did on the 23rd day of November 1896 make, execute and deliver to said William F. Kanewald, a conveyance of all right, title and interest of the Central Wisconsin Electric Railway Company and of said J. H. Jacklyn as receiver in and to said ties and poles, and

Whereas said William F. Kanewald did on the said 23rd day of November 1896 make, execute and deliver to the party of the first part a conveyance of all his right title and interest in and to said poles and ties,

Now Therefore This Indenture Witness: That the said party of the first part for and in consideration of One Dollar and other good and valuable consideration to him in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, has given granted, bargained sold, assigned, released and assigned and by these presents does give, grant, bargain, sell, assign, release and assign unto the said party of the second part and to its and its assigns forever, all his right, title and interest in and to the franchise to build operate and maintain a street railway in the city of Oshkosh, Wisconsin, and all his right, title and interest in and to all the ties and poles hereinbefore described and bid in and purchased as above set forth.

To Have And To Hold the same together with all and singular the privileges thereunto belonging or in any wise thereto appertaining and all the estate, right, title and interest, and claim whatsoever of the said party of the first part in law or equity to the only proper use, benefit and behoof of the said party of the second part and its assigns forever.

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

Signed, sealed and delivered
in presence of
H. H. Eaton
H. D. Reed

W. H. Cook (Seal)

State of Wisconsin } ss.
Winnebago County

Be It Remembered that on the 24th day of November 1896 personally came before me the above named W. H. Cook to me known to be the person who executed the above instrument and acknowledged the same

To be his free act and deed for the uses and purposes therein named.

H. S. Hurd
Notary Public
Wisconsin.

Office of Register of Deeds
State of Wisconsin
Winnebago County } ss.

I, E. D. Bowker, Register of Deeds in and for the County of Winnebago and State of Wisconsin, do hereby certify, That I have compared the above and foregoing instrument herein annexed with the record of an instrument recorded in the office of the Register of Deeds in and for said county, on the 24 day of November 1896 at 3:14 P. M. in Volume 212 on page 59 and that the same is a true copy of transcript of such instrument as recorded, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 24 day of Nov. A. D. 1896.

E. D. Bowker
Register of Deeds in and
for Winnebago County
Wisconsin.

State of Wisconsin } ss.
Department of State.

Received this 29th day of July, A. D. 1897 at 2:30 P. M. and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 594 to 597.

H. C. Vandercook
Assistant Secretary of State

Chicago and Lake Superior R. R. Co.
Deed
E. D. Thompson
to
George Doe.

This Indenture, made this 23rd day of January, 1897, between Roger D. Thompson, of the town of Deerfield, Dane County, Wisconsin, as Receiver of the Chicago and Lake Superior Railroad Company and as Receiver appointed by the Circuit Court for Dane County, Wisconsin, in the case of Andrew Simonson against said Railroad Company and others, party of the first part, and George Doe, of the village of Cambridge, Dane County, Wisconsin, party of the second part.

Witnesseth, That Whereas on the 10th day of February, 1896, Andrew Simonson commenced a creditors suit in the Circuit Court for Dane County against said Railroad Company for the purpose of segregating the property of said Railroad Company, and for the marshalling of its assets and property for the payment of its creditors, and for the sale of all its property, privileges and franchises and for the appointment of a receiver and for other purposes; And Whereas such proceedings were afterwards had in said action that all of the creditors of said Railroad Company were made parties to said suit, and an order was duly made and entered in said action appointing said Roger D. Thompson, party of the first part, receiver of all the property, rights and credits, who duly qualified and is still acting as such receiver; and such further proceedings were had in said action that a final decree was entered in said action, on or about the 23rd day of November, 1896, in and by which it was adjudged and decreed that the plaintiffs and others of the defendants claiming liens for original labor done upon the said railroad had the first, prior and paramount liens upon the railroad, property, rights and franchises described in the amended complaint, in the order of the liens and in the order confirming said report, for the amounts found by the liens as decreed by said order and that the said property should be sold for the purpose of discharging such liens; and in and by which decree it was further adjudged, that certain of the defendants had judgment liens upon said railroad property

to the amounts found by the referee and that such judgment liens were prior to all other claims, rights or interests in said property except only the above mentioned laborers' liens and that said railroad property should be sold for the purpose of paying such judgment liens; and in and by which decree it was further adjudged that the defendant Farmers Loan and Trust Company, as Receiver of the defendant Fidelity was entitled to a lien upon said property, subsequent to the liens above mentioned, and that said property should be sold for the purpose of paying the same, with interest and costs thereon, in their proper order of priority.

And Whereas, it was in and by said decree further adjudged and decreed that the property hereinafter particularly described should be sold at public auction at the village hall in the village of Lansbridge, in said County, on the 14th day of December, 1896. at ten o'clock in the forenoon, by the said Roger L. Thompson as such Receiver and who was also appointed a referee for that purpose; that said sale should be absolute and without redemption and that no bid for less than $36500.00 should be received; that said sale should be notified by publication and posting at least two weeks before the date fixed for the same; and that such Receiver and Referee should make and deliver to the purchaser a certificate of sale in the usual form and upon confirmation of the sale should make to the purchaser the usual conveyance. ———

And Whereas, the said notice of sale was duly and properly given as required by said decree, and on the 14th day of December, 1896. the said Court, by its order duly entered on that day, directed that the said sale be postponed until the 28th day of December, 1896. at two o'clock in the afternoon at the same place, and that notice of such postponement be given by publication and posting; and the said postponement having been duly notified by said order, and the said Receiver and Referee having on said 28th day of December, 1896. pursuant to said decree and the orders of the Court, offered for sale at public auction to the highest bidder the property hereinafter described and having struck off and sold the same to the party of the second part for the sum of thirty-six hundred and fifty dollars, the said party having been the highest bidder at said sale and

that having been the highest sum offered therefor; and the said Receiver and Referee having made and delivered to the purchaser a certificate of sale for said premises, and the said Court having, by its order, entered on the 31st day of December, 1896. duly confirmed the said sale; ———

Now, Therefore the said party of the first part, in consideration of the premises, and of the said sum of thirty six hundred and fifty dollars, to him paid by the said party of the second part, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto the said party of the second part and to his heirs and assigns forever the following described property, lying and being in the counties of Dane and Jefferson in said State, together with the privileges and franchises herein described, to-wit: ———

The railroad, road, bed, grade, right of way, rails, ties, spikes, fishplates, bridges, structures and all other property, real or personal, constituting or connected with the railroad of the defendant the Chicago and Lake Superior Railroad Company, extending from the intersection of the Chicago and Northwestern Railway in the village of London in said County to the said village of Lansbridge, together with all and singular the stock, property and things in action of the said Railroad Company, and with the franchise, privilege or right to build, maintain and operate railroads in this State, and all the rights, title and interest of the defendant Railroad Company of, in or to the same. ———

To Have and To Hold the said property and rights unto the said party of the second part his heirs and assigns forever.

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

In presence of
H. L. Earle
S. H. Carter

Roger L. Thompson [Seal]
Receiver and Referee

———

State of Wisconsin }
Dane County }

On this 23d day of January, 1897. came before me Roger L. Thompson, to me known to be the person described in and who executed the foregoing conveyance and acknowledged that he had executed

The said as such Receiver and Referee, for the purposes therein mentioned.

D. H. Barber
Notary Public
Dane County, Wis.

Notarial Seal

State of Wisconsin } ss.
Department of State }

Received this 19th day of August A. D. 1897 at 10:45 A.M., and recorded in Vol. 10 of Mortgages and Trust Deeds on pages 597 to 600.

G. E. Vanderpenk
Assistant Secretary of State.

Chicago and North Western Railway Company.
Release of Mortgage
by
Farmer's Loan and Trust Company of New York.
Trustee.

Know All Men By These Presents: That.

Whereas The Milwaukee, Lake Shore and Western Railway Company, a corporation of the States of Wisconsin and Michigan, made and executed a certain Mortgage Deed to The Farmer's Loan and Trust Company, a corporation of the State of New York, bearing date May 1, A. D. 1893, and recorded in the office of the Secretary of State of the State of Wisconsin on May 11, 1893, in Volume 9 of Railroad Mortgages and Trust Deeds, on pages 446 to 461 inclusive and recorded also in the office of the Register of Deeds for the county of Oneida in the State of Michigan, on May 12th 1893, in Liber D. of Mortgages, on pages 344 to 356 inclusive and in the office of the Register of Deeds for Ontonagon county, in said State of Michigan, on May 12, 1893, in Liber 3. of Mortgages on pages 213 to 234 inclusive. And

Whereas said Mortgage or Trust Deed was made to secure the payment of certain bonds issued by said Milwaukee, Lake Shore and Western Railway Company to the aggregate amount of Eight Million Dollars, bearing date May 1, 1893, and payable on the 15th

day of July A. D. 1938, and for the purpose of such security there were conveyed by said Mortgage to said Farmer's Loan and Trust Company all the railroad and railroad property then owned by said Milwaukee, Lake Shore and Western Railway Company, subject to the lien of certain prior incumbrances in said Mortgage specified: And

Whereas after the making and execution of the said Mortgage, the Milwaukee, Lake Shore and Western Railway Company sold and conveyed to the Chicago and North Western Railway Company all its property and franchises, and said Chicago and North Western Railway Company became thereby legally constituted successor to said Milwaukee, Lake Shore and Western Railway Company, and is now the owner of said Mortgaged property by virtue of a Deed of Conveyance bearing date August 19, 1893, executed, delivered and duly recorded: And

Whereas The Chicago and North Western Railway Company has procured the retirement and cancellation of the said Eight Million Dollars of Bonds, and has exhibited to this Trustee all of said Bonds, effectually cancelled, and evidence has been furnished that all debts and obligations growing out of the issue of said Bonds and the making of said Mortgage have been fully satisfied and discharged:

Now Therefore, The Farmer's Loan and Trust Company, Trustee as aforesaid, in consideration of the premises and of the sum of One Dollar, the receipt of which is hereby acknowledged, does by these presents, release, convey and quit-claim unto the Chicago and North Western Railway Company, all the right, title and interest which the said Farmer's Loan and Trust Company has acquired under, through or by virtue of the said Mortgage Deed, hereinbefore described, in and to the railroad and property which in or by said Mortgage Deed are described or conveyed:

In Witness Whereof, The Farmer's Loan and Trust Company has caused These presents to be signed by its Vice-President and its corporate seal to be hereto affixed and attested by its Asst. Secretary, this first day of October A. D. 1897.

The Farmer's Loan and Trust Company
By W. D. Searles. Vice-President.
Attest. Jno. Sloane Jr.
Assistant Secretary

Corporate Seal

Witness: W. B. Bardo
E. L. Rice Jr.

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

On This first day of October, 1897 before me, a notary public in and for said county, appeared Whitney D. Sparks, and Dan Sloan Jr. to me personally known who, being severally by me duly sworn, did severally say That said Whitney D. Sparks is the Vice President and said Dan Sloan Jr. is the Asst. Secretary of The Farmers Loan and Trust Company, a corporation, and That the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Whitney D. Sparks and Dan Sloan Jr. severally acknowledged said instrument to be the free act and deed of said Farmers Loan and Trust Company.

W. B. Sardoz #18
Notary Public in and for the
City and County of New York N.Y.

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

I Harry D. Purroy, clerk of the Supreme Court in and for said county, which court is a court of record having a seal, do hereby certify That W. B. Sardoz by and before whom the foregoing acknowledgment was taken was at the time of taking the same a notary public residing in said county and was duly authorized by the laws of said State of New York to take and certify acknowledgments or proofs of deeds of lands in said State, and further That I am well acquainted with the handwriting of said Notary Public and That I verily believe that the signature to said certificate of acknowledgment is genuine

In Testimony Whereof I have hereunto set my hand and affixed the seal of said court this 2d day of October 1897.

Harry D. Purroy
Clerk.

State of Wisconsin
Department of State } ss.

Received this 8th day of October A. D. 1897, at 10:45 o'clock A.M. and recorded in Vol. 10 of R. R. Mortgages and Trust Deeds on pages 600-602 inclusive.

S. O. Vanderveer
Asst. Sec. of State.

Indexed

Chicago and Lake Superior Railway Company.

Deed from

George Dow and Wife, Janet Dow.

This Indenture, made This 1st day of September 1897, between George Dow and Janet Dow, his wife, of the village of Lambridge in Dane County in the State of Wisconsin, parties of the first part, and Chicago and Lake Superior Railway Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part, Witnesseth:-

That Whereas one Isaac L. Thompson of the town of Dunfield in Dane County, Wisconsin, as referee of the Chicago and Lake Superior Railroad Company and as referee appointed by the Circuit Court for Dane County, Wisconsin, in the case of Andrew Simonsen against said Railroad Company and others, being thereunto duly authorized, did on the 28th day of January 1897, convey to George Dow, one of the parties of the first part, by a deed executed and acknowledged on said last named date, the railroad, grade, right of way, rails, ties, spikes, fish plates, bridges, structures and all other property, real or personal, constituting or connected with the railroad of the defendant the Chicago and Lake Superior Railroad Company, extending from the intersection of the Chicago and Northwestern Railway in the village of London in said county to the said village of Lambridge together with all and singular the tolls, property and things in action of the said Chicago and Lake Superior Railroad Company, and with the franchises, privileges, or right to build, maintain and operate railroads in this state, and all the rights, title and interest of the defendant railroad company of, in or to the same and

Whereas, said George Dow has built a depot, station house and other buildings on said property and acquired certain tools, machinery, wood, coal, oil, fuel, and other supplies, a locomotive, tender combination passenger and baggage coach and has fully supplied the said railroad with certain other personal property, and

Whereas said George Dow, one of the parties of the first part has heretofore entered into a contract with said Chicago and Lake Superior Railway Company, party of the second part, for the sale of said property.

Now Therefore, the said parties of the first part for and

in consideration of one dollar ($1.00) and other good and valuable considerations to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, and in performance of the conditions of said contract of sale, do hereby grant, bargain, sell and convey unto said party of the second part and to its successors and assigns forever the following described property, lying and being in the counties of Dane and Jefferson in the State of Wisconsin, together with the privileges and franchises herein described, to-wit:- The railroad, roadbed, grade, right of way, rails, ties, spikes, fishplates, bridges, structure and all other property, real or personal, constituting or connected with the railroad of Chicago and Lake Superior Railroad Company hereinbefore described, extending from the intersection of the Chicago and Northwestern Railway in the village of London in said county to the said village of Cambridge, together with all and singular stock, property and things in action of the said Chicago and Lake Superior Railroad Company and with the franchise, privileges or right to build, maintain and operate railroads in this state, and all the rights, title and interest of the Chicago and Lake Superior Railroad Company, in or to the same, it being the purpose hereby to convey all the right, title and interest in and to said property which said parties of the first part acquired therein and thereto from said Jorgen D. Thompson as receiver and referee, and whatever property rights and privileges have been since acquired thereto together with the depot, station house and other buildings on said property and all tools, machinery, woodenware, oil, fuel and other supplies, locomotive, combination passenger and baggage car and all other property personal and real, which now appertain to and is used on said railroad. _____

To Have and To Hold the said property and rights unto the said party of the second part its successors and assigns forever. _____

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written. _____

In presence of
Mary S. Doolittle
L. L. Hoag

Geo. Dow [seal]
Janet Dow [seal]

State of Wisconsin } ss.
Dane County }

On this first day of Oct. 1897, came before me George Dow and Janet Dow, his wife, to me known to be the person described in and who executed the foregoing conveyance and acknowledged that they had executed the same for the purposes therein mentioned.

L. L. Hoag
Notary Public
Dane County, Wis.

Office of Register of Deeds }
Dane Co. Wis. }

Received for record Oct. 2nd A. D. 1897, at 10:15 o'clock a.m. and recorded in Vol. 168 of Deeds on page 72.

John Dahm
Register of Deeds

State of Wisconsin } ss.
Department of State }

Received this 25th day of Oct. a.m. A.D. 1897 and recorded in Vol. 10 of R. R. Mortg. and Trust Deeds on pages 603 to 606.

H. C. Vanderveer
Assistant Secretary of State

State of Wisconsin
PUBLIC RECORDS BOARD

STATEMENT OF COMPLIANCE
FORM CPR 11

AGENCY: Secretary of State	DATE: 1984
DIVISION: ———	REEL NUMBER: 10
RECORD SERIES: Railroad Mortgages	DISPOSAL AUTHORIZATION NUMBER: 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: 10	REDUCTION RATIO: 20:1	DISPOSAL AUTHORIZATION NUMBER: 414.53
CAMERA (TYPE): Recordak	(MODEL): MRC-4	(SERIAL NUMBER): 342

TITLE OF RECORD SERIES: Railroad Mortgages

AGENCY: Sec. of State

I certify that I have on this day of 8-13-, 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: Vol. 10	ROLL ENDS WITH: Vol. 10
	CAMERA OPERATOR: L.N.