REEL NO. 4

STATE OF WISCONSIN

SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 4

414.53

MENOMINEE RIVER RAILROAD COMPANY

ARTICLES OF CONSOLIDATION

WITH

MENOMINEE RAILWAY COMPANY

TO WHOM IT MAY CONCERN,

I, Albert Keep, President, and J. B. Redfield, Secretary, of the Menominee Railway Company, do hereby certify:

That Articles of Consolidation of which a true and full copy is hereto annexed were executed by and between the Menominee Railway Company and the Menominee River Railroad Company on the fifteenth day of October, A.D. 1880.

That the said Consolidation was duly authorized by the Board of Directors, and sanctioned and approved by the Stockholders of the said Menominee Railway Company, by a vote of Stockholders holding and representing the entire amount of Capital Stock of said Company at a special meeting of Stockholders, called for that purpose and held at Milwaukee, Wisconsin on the 9th day of November, A.D. 1880, due Notice of which was published as required by law, at which meeting a resolution was unanimously adopted and is entered in the Records of said Company to-wit:

Resolved, That we the Stockholders of the Menominee Railway Company do hereby sanction and approve the agreement made by the Director of this Company and executed by the Officers of said Company bearing date October 15, 1880, consolidating the Capital Stock, property and franchises of this Company with the Capital Stock, property and franchises of the Menominee River Railroad Company of Michigan, upon the terms and conditions expressed in the said Articles of Agreement and Consolidation, which are hereby declared to be the agreement of this Corporation, as follows, to-wit:

In Witness Whereof, We have hereunto set our hands and affixed

the corporate seal of the Menominee Railway Company, the 13th day of November, A.D., 1880.

Menominee Railway Company

(Corporate Seal)

Albert Keep, President

J. B. Redfield, Secretary

Articles of Agreement and Consolidation made this fifteenth day of October, A.D., 1880 by and between the Menominee Railway Company, a Corporation of the State of Wisconsin, party of the first part, and the Menominee River Railroad Company, a corporation of the State of Michigan, party of the second part, Witnesseth: Whereas the lines of railroad of the parties hereto herein described form a continuous and connected line of railroad and are not parallel or competing lines and, Whereas the said parties are desirous of consolidating their respective franchises and property so as to form but one Corporation with one Capital Stock and are thereto authorized by the laws of the said States in that behalf provided, and Whereas the terms of said Consolidation as herein contained have been approved by the respective Boards of Directors of the parties hereto.. Now Therefore, in consideration of the mutual covenants and grants hereinafter contained on the part of each of said parties to be performed and granted said first and second parties do hereby merge, combine and consolidate their respective Capital Stocks, franchises, grants, immunities, privileges, capacities, properties and rights of every name and nature into one company to be called and known by the corporate name and style of the Menominee River Railroad Company, which said consolidated company shall from henceforth have and possess all and singular the rights, franchises, powers, immunities, privileges and capacities which are or have been granted, to or conferred upon or possessed or enjoyed by either of the parties hereto by or under the laws of the said States of Wisconsin and Michigan or either of them. It is further agreed by and between the said parties hereto that the following shall be and

are the terms and conditions of the said consolidation which said terms and conditions the said parties of the first and second parts mutually covenant, promise and agree to preserve, keep and perform.

Article 1. The Board of Directors of the said Consolidated Company shall consist of five members and the following are the names of those who shall be the first Directors of said Consolidated Company, that is to say, Albert Keep, Marvin Hughitt, J. B. Redfield, M. L. Sykes and M. M. Kirkman and who shall keep their offices until their successors are elected and qualified.

Article 2. The first election of Directors of the said consolidated Company shall be held at Milwaukee in the said State of Wisconsin on the first Tuesday in May, A.D., 1881.

Article 3. The Capital Stock of the Consolidated Company is hereby declared to be and is fixed at the aggregate of the stocks which the respective Companies were authorized to create by virtue of the laws or enactments applicable thereto or which the consolidated Company is authorized to create by virtue of the laws authorizing the same all of which powers are hereby expressly preserved to the consolidated Company that said aggregate Capital Stock is six hundred and sixty-five thousand dollars divided into six thousand six hundred and fifty shares of one hundred dollars each.

Article 4. The Capital Stocks of the said parties hereto shall be exchanged for the capital stock of the consolidated company created hereby share for share that is to say the holder of shares of the Capital Stock of either of the parties hereto shall be entitled to receive one share of the Capital Stock of the Consolidated Company for each share of the stock aforesaid when surrendered by him for that purpose.

Article 5. The corporate seal of the Consolidated Company shall be that of the present Menominee River Railroad Company until otherwise ordered.

Article 6. The persons who shall be the officers, agents and

employees of the said Menominee River Railroad Company at the time of the taking effect of these presents shall continue to be the officers, agents and employees of the consolidated company until otherwise ordered.

Article 7. The regular annual meeting of the stockholders of the said Consolidated Company shall be held at such time and place as the Board of Directors in the By-laws of said Company or otherwise shall direct. Special Meetings of the Stockholders may be called at any time by a two-thirds vote of the Board of Directors. The Board of Directors may appoint an executive Committee and confer upon it such powers as they may think proper not inconsistent with law. Said Board or the Executive Committee thereof may appoint such officers as they think proper and necessary, may adopt such by-laws as they see fit and may alter the same at their pleasure.

Article 8. Each and every existing bond, lease, contract, agreement, obligation, trust or liability heretofore entered into, assumed or agreed to by either of the said parties hereto shall be sacredly discharged, fulfilled and observed by the Consolidated Company hereby created, and each and every acts, assumptions, proceedings, resolutions, and doings of the respective Boards of Directors of the said Companies and authorized agents, officers and committees shall be and the same hereby are ratified, confirmed, and made valid and shall be observed by the consolidated Company hereby created. And it is further witnessed by these presents, That said party of the first part in consideration of the premises and of the sum of one dollar paid to it, the receipt of which is acknowledged, doth hereby grant, convey, assign and set over to and vest in said Consolidated Company for the purposes of such consolidation all the following described railroad of the party of the first part situated in the State of Wisconsin beginning at a point on the boundary line between the States of Wisconsin and Michigan in the Menominee River opposite Section Eleven (11) Town thirty-

nine (39) North of Range nineteen (19) East and running thence Westerly to a point in Section twenty-one (21) Town forty (40) North of Range eighteen (18) East with such extensions and branches as may be found necessary, convenient or desirable in connection therewith, the amount now constructed being about twelve miles in length and all the equipments, implements and materials used or acquired therefor, and the rights, privileges, immunities, franchises and powers and all the lands and rights to lands, side tracks, switches, property, money and effects, real, personal and mixed and all the rights of action and things of every name and nature now held or owned by said party of the first part or in or to which the said party of the first part hath any right, title, interest or claim either in law or equity. And the said party of the second part in consideration of the premises and of the sum of one dollar to it paid, the receipt of which is hereby acknowledged, doth hereby grant, convey, assign and set over to and vest in said Consolidated Company for the purposes of such consolidation, all the railroad of said party of the second part in the State of Michigan particularly described as follows: Beginning at a point on the line of the Chicago and North Western Railway in Town thirty-eight (38) North of Range twenty-six (26) West in Menominee County and running thence Northwesterly through the Menominee Iron Range to a terminus on the Michigamme River in Marquette County with a branch thereof from a point on said line in section thirty (30) Town forty (40) North of Range thirty (30) West Northeasterly into section twenty (20) of said Town and Range. The constructed portion of said line extending from the point of junction with the Chicago and North Western Railway above described to a connection with the line of the party of the first part at the said boundary line between the States of Michigan and Wisconsin and the branch above described making the constructed line hereby conveyed about thirty-five miles in length and all the equipments, implements and materials used or acquired therefor

and all the lands and rights to lands, side tracks, switches, property, money and effects, real, personal and mixed and all the rights of action and things of every name and nature now owned or held by said party of the second part or in or to which the said party of the said second part hath any right, title, interest or claim either in law or equity. And the said parties of the first and second parts in consideration as aforesaid do hereby mutually agree and declare that the mode of carrying this consolidation into effect shall be the execution and delivery of these articles and that the same shall so take effect and go into operation upon the due execution hereof and the satisfaction thereof by the stockholders of each of said companies as acquired by law, and full power is hereby conferred upon - said Board of Directors of said Consolidated Company to carry said consolidation into effect by all necessary and proper acts and things for that purpose.

In Testimony Whereof, The said parties of the first and second parts have caused these presents to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals to be hereto affixed the day and year first above written.

Menominee Railway Company

(Corporate Seal) By Albert Keep, President

Attest: J. B. Redfield, Secretary

Menominee River Railroad Company

(Corporate Seal) By Albert Keep, President

Attest: J. B. Redfield, Secretary

Signed, Sealed and delivered in presence of:

Chas. L. Lowe

Chas. T. Dundy

State of Illinois)
) SS
County of Cook)

Be it remembered, that on this Twentieth day of October, A.D., one thousand eight hundred and eighty, before me, the subscriber, a Commissioner in and for the State of Illinois, appointed by the Governor of the State of Wisconsin, to take the acknowledgement and proof of Deeds and instruments of writing under seal to be used and recorded in the said State of Wisconsin, personally appeared Albert Keep to me known to be the President of the Menomonie Railway Company and Joseph B. Redfield to me known to be the Secretary of said Railway Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate seal to be affixed thereto pursuant to authority given by the said Board of Directors and as the free act and deed of the said Menominee Railway Company for the uses and purposes therein mentioned. And I further Certify: That I know the seal which is affixed to the said instrument purporting to be the corporate seal of the said Menomonie Railway Company is such corporate seal.

Witness my hand and Official Seal the day and year aforesaid.

Frank P. Crandon

(Commissioner's Seal) Commissioner for the State of Illinois appointed by the Governor of the State of Wisconsin

State of Illinois)
) SS
County of Cook)

Be it remembered. That on this Twentieth day of October, A.D., one thousand eight hundred and eighty before me the subscriber, a Commissioner in and for the State of Illinois appointed by the Governor of the State of Michigan to take the acknowledgement and proof of Deeds and instruments of writing under seal to be used and recorded in the said State of Michigan personally appeared Albert Keep to

me known to be the President of the Menominee River Railroad Company and Joseph B. Redfield to me known to be the Secretary of said Railroad Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate seal to be affixed thereto pursuant to authority given by the said Board of Directors, and as the free act and deed of said Menomonie River Railroad Company for the uses and purposes therein mentioned. And I further Certify: That I know the seal which is affixed to the said instrument purporting to be the corporate seal of the said Menominee River Railroad Company is such corporate seal.

Witness my hand and Official Seal the day and year aforesaid.

Frank P. Crandon

(Commissioner's Seal) Commissioner for the State of Illinois appointed by the Governor of the State of Michigan

Offices of the Menominee Railway Company, November 13, 1880.

I, Albert Keep, President and J. B. Redfield, Secretary of the Menominee Railway Company, a corporation of the State of Wisconsin, do hereby Certify: That the following list contains a correct statement of the name of each person who was a stockholder of said Company on the 9th day of November, A.D., 1880 and of the number of shares of the capital stock of said company owned and held by each of such stockholders on the day last aforesaid and that such list contains the names of all the stockholders of said Company at the date aforesaid.

Name	No. of Shares
Albert Keep	330
M. Hughitt	330
J. B. Redfield	330
M. M. Kirkman	330
C. C. Wheeler	330
Total	1650

In Witness Whereof: The said President and Secretary have hereunto set their respective hands and the corporate seal of said Company this 13th day of November, A.D., 1880.

(Seal) Menominee Railway Company

J. B. Redfield, Secretary Albert Keep, President

TO WHOM IT MAY CONCERN,

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

That Articles of Consolidation of which the foregoing is a full and true copy were executed by and between the Menominee Railway Company and the Menominee River Railroad Company on the fifteenth day of October, A.D. 1880.

That the said Consolidation was duly authorized by the Board of Directors and sanctioned and approved by the stockholders of the said Menominee River Railroad Company by a vote of stockholders holding and representing the entire amount of Capital Stock of said Company at a special Meeting of Stockholders called for that purpose and held at Escanaba, Michigan on the 10th day of November, A.D. 1880, due notice of which was published as required by law at which meeting a resolution was unanimously adopted and is entered in the records of said Company, to-wit:

Resolved: That we the Stockholders of the Menominee River Railroad Company do hereby sanction and approve the agreement made by the Directors of this Company and executed by the Officers of this Company bearing date October 15, 1880, consolidating the Capital Stock, property and franchises of this Company with the Capital Stock, property and franchises of the Menominee Railway Company of Wisconsin upon the terms and conditions expressed in the said Articles of Agreement and Consolidation which are hereby declared to be the Agreement of this corporation as follows, to-wit:

In Witness Whereof. We have hereunto set our hands and affixed the corporate seal of the Menominee River Railroad Company the Thirteenth day of November, A.D. 1880.

Menominee River Railroad Company

(Corporate Seal)

Albert Keep, President

J. B. Redfield, Secretary

Office of the Menominee River Railroad Company, November 13th, 1880.

I, Albert Keep, President and J. B. Redfield, Secretary of the Menominee River Railroad Company, a corporation of the State of Michigan, do hereby Certify:

That the following list contains a correct statement of the name of each person who was a Stockholder of said Company, on the tenth day of November, A.D., 1880 and of the number of shares of the Capital Stock of said Company owned and held by each of such Stockholders on the day last aforesaid and that such list contains the names of all the Stockholders of said Company at the date aforesaid.

Name	No. of Shares
Albert Keep	1
M. L. Sykes	1
Marvin Hughitt	1
J. B. Redfield	1
M. M. Kirkman	1
Albert Keep in Trust	505
Total	510

In Witness Whereof: The said President and Secretary have hereunto set their respective hands and the corporate seal of said Company this 13th day of November, A.D., 1880.

Menominee River Railroad Company

(Seal)

Albert Keep, President

J. B. Redfield, Secretary

Received November 15, 1880.

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Chicago St Paul & the and Minneapolis Railway Company given to William Henry Leonard

This Indenture made this Ninth day of May A.D. 1878 between the Chicago, St. Paul & Minneapolis Railway Company, a corporation organized under the laws of the State of Wisconsin, party of the first part, and William Henry Leonard, of the City and State of New York, party of the second part, Witnesseth, as follows:—

Whereas, under and by virtue of divers acts of the Legislature of the State of Wisconsin, the West Wisconsin Railway Company was formerly a corporation duly organized and incorporated for the purpose of constructing a railroad from the town of Tomah, in the County of Monroe, in the said State of Wisconsin, to the St. Croix River or Lake, and as such corporation, had and held a certain land grant from the said State, of certain lands, rights, privileges and interests, granted and conferred to and upon said State by certain acts of Congress theretofore passed;

And Whereas, under the several acts of the Legislature of the State of Wisconsin, aforesaid, said Company had authority and power to borrow money on its bonds, and to secure the payment of such bonds by mortgage or deed of trust upon its road, rolling stock, equipment, lands, and all other property, real or personal, belonging to said Company;

And Whereas, said Company did, on the 28th day of August, A.D. 1868, execute and deliver, under its proper seal, to William Henry Leonard and John Dutton Steele, of the City of New York, and James Goodson, of the County of Middlesex, England, their successors and assigns, a certain mortgage, or deed of trust, to secure the payment of certain bonds issued by said Company, and amounting in the aggregate to the sum of £800,000, and also to secure the payment of the interest upon said bonds, at the rate of seven per cent. per annum, payable semi-annually, which interest was evidenced by certain coupons attached to said bonds, by which said mortgage, or deed of trust, said Company conveyed to said Leonard, Steele and Goodson, all and singular the railway of said Company, or which said Company might thereafter construct, being the line of railway theretofore known as the West Wisconsin Railway, as the same then was or thereafter should be constructed, extending from Tomah, in Monroe County, in the State of Wisconsin, to Hudson, in St Croix County, in the said State, a distance of one hundred and fifty-seven (157) miles, more or less, including all the railway, rights of way, depot grounds, and other lands, all tracks, bridges, viaducts, culverts, fences, and other structures, depots,

station houses, engine houses, car houses, freight houses, wood houses and other buildings, and all machine shops, and other shops held or acquired, or thereafter to be held or acquired, by the said Company, its successors or assigns, for use in connection with the said Railway, or any part thereof, or with the business of the same, and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, and materials for constructing, operating, repairing or replacing the said Railway, or any part thereof, or any of the equipments or appurtenances of the said Railway, or any part thereof, and including also all revenues, rents, tolls, sums of money and income arising, or to arise, from the said Railway, or other premises, expressed to be conveyed, or any of them, and also all corporate and other franchises, rights and privileges connected with or relating to the said Railway, or to the construction, maintenance or use of the said Railway, or otherwise belonging to the Company; and also all the right, title and interest which said Company then had, or might thereafter acquire, by reason of the construction of the said Railway from Tomah to Hudson, aforesaid, or any part thereof, or by reason of the construction of any line of railway, which it was authorized by law to construct, or otherwise, however, to and in any land or lands which had theretofore been or might thereafter be granted by any act or acts of the Congress of the United States to the State of Wisconsin, or to the Company, or in any manner acquired by the Company (the extent and aggregate area of the lands to which the Company would become entitled, by reason of the construction of the said Railway, being estimated at one million fourty-eight hundred acres, situate in the State of Wisconsin), and also all the other estate, real, personal or mixed, in possession or expectancy, then or therefore owned or acquired, or to be at any time thereafter owned or acquired by the Company and its successors; together with all and singular the tenements, hereditaments, rights, members, privileges, easements and appurtenances, to the said Railway, lands, and premises hereinbefore expressed to be conveyed, or to any of them belonging, or in anywise appertaining, or at any time held or employed therewith, and the reversion and reversions, remainder and remainders, tolls, income, 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 Company, of, in, and to the same, and any and every part thereof, with the appurtenances;

And Whereas, on the 30th day of March A.D. 1872, said West Wisconsin Railway Company executed another mortgage

or deed of trust, under the seal of said Company, to William L. Leonard, of the State of New York, and John Dutton Steele, then of the State of Pennsylvania, to secure the payment of certain other bonds issued by said Company, to the aggregate amount of $640,000, with interest thereon at the rate of seven per cent per annum, payable semi-annually, evidenced by coupons attached to the said bonds, by which mortgage or deed of trust, said Company conveyed to said Leonard and Steele, their successors and assigns, as trustees, all and singular, the Southern Extension, or Division, of the Railway of the Company, being the line of the Railway, theretofore known, or thereafter to be known as the Southern Extension, or Southern Division of the West Wisconsin Railway, as the same then was or should thereafter be constructed, extending southerly from Tomah or Snow's Mills in Monroe County, in the State of Wisconsin, to the intersection with the Chicago and Northwestern Railway Company, a distance of thirty-two (32) miles, including all the Railway in said Southern Extension, and rights of way, depot grounds and other lands, all tracks, bridges, viaducts, culverts, fences, and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings, and all machine shops, and other shops held or acquired, or thereafter to be held or acquired by said Southern Division or Extension of said Company, its successors or assigns, for use in connection with said Railway, or any part thereof; and including also all locomotives, tenders, cars, and other rolling stock or equipments; and all machinery, tools, implements, fuel, and material for constructing, operating repairing, or replacing the said Southern Division or Extension of said Railway, or any part thereof, or any of the equipments, or appurtenances, or any part thereof; and including also all revenues, rates, tolls, sums of money, and income arising or to arise from the said Southern Division or Extension of said Railway, or other the premises theretofore expressed to be conveyed, or any of them; and also all corporate, and other franchises, rights, privileges, connected with or relating to the said Southern Division or Extension of said Railway, or to the construction, maintenance, or use of the said Southern Division or Extension of said Railway, or otherwise belonging to the said Southern Division or Extension of the said Company; together with all and singular the tenements, hereditaments, rights, members, privileges, easements, and appurtenances, to the said Southern Division or Extension thereinbefore expressed to be conveyed, or to any of them belonging or in anywise appertaining, or at any time held or enjoyed therewith, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues of profits thereof; also all the estate, right, title and interest, property, possession, claim and demand whatsoever, as

well at law as in equity, of the Company of, in, and to the same, and every part thereof with the appurtenances.

And Whereas, on the 15th day of May A. D. 1873, said West Wisconsin Railway Company, under its corporate seal, executed and delivered to William H. Leonard, of the City and State of New York, another and third mortgage or deed of trust, to secure the payment by the said Company of certain other bonds, intended to be issued by said Company, to the aggregate amount of Two Million Five Hundred Thousand Dollars ($2,500,000), by which mortgage or deed of trust, said Company conveyed to said trustee all and singular—

First. The bridge over and across the St Croix Lake.

Second. The lease of a certain railroad, extending from the said St Croix Lake to St. Paul, for nine hundred and ninety years, subject to the rental of one-third of the gross earnings, and the provision that the West Wisconsin Railway Company build its own depot in St. Paul, which lease was executed to said West Wisconsin Railway Company by the St. Paul, Stillwater and Taylor Falls Railroad Company.

Third. The contemplated extension from St. Paul to Minneapolis, and the depots in both places.

Fourth. Two hundred box cars, costing about Eight Hundred Dollars each, and ten locomotives, costing Thirteen Thousand Dollars each, and any and all other rolling stock purchased with the proceeds of said bonds, which proceeds were intended to be for the foregoing purposes, and for retiring the first Mortgage Bonds, and for no other purpose whatever, said mortgage being the first and only lien on the above described property.

Fifth. The whole line of road, by way of second mortgage from the intersection of the road with the Chicago and Northwestern Railroad, at Elroy, to Hudson, on the St. Croix Lake, one hundred and seventy-eight miles, including all the railway and right of way between said Elroy and Hudson, with the depot grounds, and other lands, necessary to operate said road; all tracks, turnouts, bridges, viaducts, culverts, fences, and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings; and all machine shops, and other shops held or acquired or thereafter to be held or acquired by said Company, its successors or assigns, for use in connection with said Railway, or any part thereof; and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, and material for constructing, operating, repairing or replacing the said Railway, or any part thereof, or any of the equipments or appurtenances, or any part thereof; and including also all revenues, rates, tolls, sums of money, and income arising or to arise from the said Railway, or other property or premises theretofore or hereafter to be conveyed, or any of them; and also all corporate and other franchises, rights or privileges, connected with or relating to the said Railway, or to the construction, maintenance, or use of said Railway, or otherwise belonging to the said Company; together with all and singular the tenements, hereditaments, rights, members, privileges, easements and appurtenances to the said Road and property, thereinbefore expressed to be conveyed, or any of them, belonging or in anywise 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 the estate, right, title and interest, property, possession, claim and demand whatsoever, as well at law as in equity of the Company of, in and to the same, and any and every part thereof, with the appurtenances;

And Whereas, default was made in the payment of the interest coupons secured by said several mortgages, and, thereupon, a bill was filed by the trustees in said mortgages, in the Circuit Court of the United States for the Western District of Wisconsin, for the purpose of foreclosing all of said mortgages in one suit, and procuring a decree of sale of the property described in each and all of said mortgages;

And Whereas, such proceedings were had, that at the December Term, A. D. 1877, of said Court, a decree of foreclosure and sale was rendered by said Court, directing the sale of all the property described in said mortgages, for the benefit of said bondholders; which sale was held, in conformity with the provisions of said decree, on the 1st day of March, A. D. 1878, in the City of Madison, and State of Wisconsin, at which sale, Henry L. Porter, David Dows and Walston H. Brown, became the purchasers of all the property sold under said decree, for the sum of One Million Five Hundred Tousand Dollars ($1,500,000);

And Whereas, said sale was approved by the Court, and under its order, Frank M. Stewart, the Master in Chancery of said Court, made a deed to said purchasers of said property, bearing date the First day of May A. D. 1878;

And Whereas, said purchasers, in the purchase of said property, acted as a committee of a majority of said bondholders, in conformity with a published plan for the purchase of said railway; and the property belonging thereto, and for the organization of a new Company, which published plan bears date, New York, April 24, 1877, and was submitted to the bondholders of said West Wisconsin Railway Company, by its then President, Henry L. Porter, a copy of said published plan being hereto attached, with the report of the bondholders' committee thereon, dated May 15, 1877, marked Exhibits "A" and "B", said committee, in purchasing said road, either ~~owning~~ owning or representing a majority of the bonds secured by

each of said mortgages or trust deeds, and also owning a majority of the capital stock of said West Wisconsin Railway Company, at the time of the rendition of said decree of foreclosure and sale;

And Whereas, said Porter, Dows and Drawer, did on the second day of May, A. D. 1878, in pursuance of such published plan, convey to the Chicago, St. Paul and Minneapolis Railway Company, the mortgagor herein, all the property purchased by said Porter, Dows and Drawer, at said sale; which said Chicago, St. Paul and Minneapolis Railway Company was, subsequently to said sale under said decree, and prior to the conveyance by said Porter, Dows and Drawer, duly organized under the statutes of the State of Wisconsin, and especially under chapter 119 of the Laws of 1872, as amended by chapter 144 of the Laws of 1877, entitled, "An Act to amend subdivision 10, section 11, chapter 119, of the General Laws of 1872, entitled 'An Act in relation to Railroads and the organization of Railroad Companies'";

And Whereas, under and by virtue of the laws of the State of Wisconsin, the Chicago, St. Paul and Minneapolis Railway Company has authority and power to issue its bonds or obligations, and for securing the payment of such bonds, is authorized to execute and deliver mortgages or deeds of trust upon its road-bed, and all other property of said Company; which bonds may be issued either for the purpose of borrowing money for the benefit of said Company, or for the purchase of such property, as said Company is entitled to take, hold and use;

And Whereas, said Chicago, St. Paul and Minneapolis Railway Company was organized for the purpose of maintaining and operating what was the said West Wisconsin Railway, which, with all the property pertaining thereto, was sold under the decree above described;

And Whereas, in order to maintain and operate said road and carry out the plan of organization of the stockholders and bondholders of the West Wisconsin Railway Company, as set forth in Exhibits "A" and "B", above referred to, it has become necessary to issue the bonds provided for in said plan, namely, two (2) series of bonds, one serie being for the sum of Three Millions of Dollars ($3,000,000), to run fourty (40) years from date, to draw interest at the rate of six (6) per cent. per annum, in gold, payable semi-annually, in the City of New York, and to be secured upon the whole line of what was the West Wisconsin Railway, and is now the Chicago, St. Paul and Minneapolis Railway, running from Elroy, in the State of Wisconsin, to the West Bank of the St Croix River, at Hudson, and also upon the lease hold interest from said West bank of the St. Croix River to St. Paul, and upon all the appurtenances and rolling stock of said entire line of road, and its net income and the franchises of said Company;

which bonds are to be known as "First Mortgage Railway Bonds", called hereafter in this instrument, "Railway Bonds"; and to be, also, a second lien upon the land-grant lands owned by said Company, or hereafter to be owned, and not conveyed, including the amounts due upon the sales already made, and the other series of said bonds, amounting to Two Million Seven Hundred Thousand Dollars ($2,700,000), running twenty (20) years from date, and drawing six (6) per cent. annual interest, in gold, payable semi-annually, in the City of New York; which series is to be first lien upon the land-grant lands not required for railway uses, belonging to said Company, or hereafter to be acquired, and not now conveyed, including the amounts due, or to become due, upon the sales already made, and a second lien upon the railroads, and its appurtenances and rolling stock above described, and upon the net income and all the other property and franchises of the Company; which bonds are to be known as "Land-Grant Income Bonds", and called hereafter in this instrument, "Land-Grant Bonds"; both bonds being secured upon the entire property of said Company, but the railway bonds being a first lien upon the railway and its appurtenances, including lands required for railroad uses, and the land-grant bonds being a first lien upon the lands not used for railway purposes;

And Whereas, each of the said bonds, or obligations of the railway series is to be in the words and figures following, subject only to necessary variations as to the distinguishing numbers and amounts, some of said bonds being for One Thousand Dollars and some for Five Hundred Dollars:

United States of America
State of Wisconsin.

Chicago, St. Paul and Minneapolis Railway Company.

$

First Mortgage Railway Bond.

No.....

Know all Men by these Presents, That the Chicago, St. Paul and Minneapolis Railway Company is indebted to William H. Leonard, or bearer, in the sum of..... Dollars, which said Company promises to pay in gold to the said William H. Leonard, or to the bearer hereof, on the first (1st) day of May, in the year of our Lord, nineteen hundred and eighteen, at

the office or agency of said Company in the City of New York: ——— And said Company promises to pay interest thereon, in gold, in the meantime, at the rate of six per centum per annum, payable semi-annually on the first days of May and November in each year, at the office or agency of said Company, in the City of New York, upon presentation and surrender of the annexed coupons as they severally become due; and in case of default in the payment of any half yearly installment of interest which shall have become payable, and shall have been demanded by presentation at said Company's office or agency, in the City of New York, of the coupon therefor, and the continuance of such default for the period of six months after the maturity of such installment, the principal of this bond shall become due in the manner and with the effect, and subject to the conditions provided in the deed of trust or mortgage securing payment of the same, hereinafter mentioned. ——— This bond is one of a series of bonds, amounting, in the aggregate, to Three Millions of Dollars, and the payment of each and all of which, together with interest thereon, is equally secured by a deed of trust or mortgage, bearing date on the Ninth day of May A. D. 1878, duly executed and delivered by the said Chicago, St. Paul and Minneapolis Railway Company to the said William H. Leonard, conveying the Railway of the said Company, 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 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 and described, including certain leasehold rights upon a certain railroad extending from the St. Croix 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 State to the said West Wisconsin Railway Company for the construction of said road, except so much of said lands as was 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, the lands not previously sold and fully paid for by the purchasers from said West Wisconsin Railway Company, being conveyed by said mortgage subject to said contracts of sale,

these series of bonds being a first lien upon the said road, its equipment and appurtenances, and a second lien upon the lands not used for railway purposes, being second, namely, to the lien upon said lands of another series of bonds issued by said Company, of even date herewith, to the amount of Twenty-seven Hundred Thousand Dollars, called Land Grant Income Bonds. It is agreed between the said Company and the holders of this bond, that in case of any default in the payment hereof, the said Company will waive, and does hereby waive the benefit of any extension, stay or appraisement laws now existing, or which may hereafter be enacted. This bond shall pass by delivery, or by transfer, on the books of the Company, in the City of New York, 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 shall have been to bearer, and transferability by delivery thereby restored. But this bond shall continue subject to successive registration and transfer 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, to the effect that the same is properly issued. ——— This bond being one of a series issued by said Chicago, St. Paul and Minneapolis Railway Company, in part, for the purpose of borrowing money thereon to be used in the improvement and equipment of said line of road, and in part for the reimbursement to such of the bondholders ~~of the bondholders~~ of the West Wisconsin Railway Company as contributed their bonds and money to the purchase of said road and lands at the sale under the decree of the Circuit Court of the United States for the Western District of Wisconsin rendered at the December Term, 1877, of the value of the bonds and money thus contributed, by means of which bonds and money, and without further consideration paid by the Company issuing this bond, said Company has acquired the title to said road, lands and other property connected therewith. ——— In Witness Whereof, said Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Treasurer, and has also caused the coupons hereto annexed, to be signed by its Treasurer, on the Ninth day of May A. D. one thousand eight hundred and seventy-eight.

Chicago, St. Paul and Minneapolis Railway Company

President.

Treasurer.

(Corporate Seal)

And each of which said bonds has endorsed thereon a certificate signed by said trustee, in the words and figures following: ——

——— Trustee's Certificate. ———

——This is one of Two Thousand Five Hundred Bonds, for One Thousand Dollars each, and One Thousand Bonds for Five Hundred Dollars each, amounting in the aggregate to $3,000,000, issued by the Chicago, St. Paul and Minneapolis Railway Company, secured by a mortgage of its line of road, which has been duly executed and recorded. And no greater number of bonds has been certified by me. ———

. . . . . Trustee.

——— And Whereas, each of the said bonds of the said Land Grant series, is in the words and figures following, subject only to necessary variations as to the distinguishing numbers and amounts, some of said bonds being for one thousand dollars, and some for five hundred dollars each:

——— United States of America. ———

——— State of Wisconsin. ———

Chicago, St. Paul and Minneapolis Railway Company.

$. . . . . .

——— Land Grant Income Bond. ———

No. . . . . .

Know all Men by these Presents, That the Chicago, St. Paul and Minneapolis Railway Company is indebted to William H. Leonard, or bearer, in the sum of . . . . . Dollars, which said Company promises to pay in gold to the said William H. Leonard, or to bearer hereof, on the first day of May, in the year of our Lord Eighteen Hundred and Ninety-Eight, at said Company's office or agency in the City of New York, and said Company promises to pay interest thereon in gold, in the meantime at the rate of six per centum per annum, said interest payable semi-annually, on the first days of May and November, in each year, at the office or agency of the Company in the City of New York, upon presentment and surrender of the annexed coupons, as they severally became due. ———

——— And in case of default in the payment of any installment of interest, which shall have become payable, and shall have been demanded by presentation at said office or agency, of the coupons therefor, and the continuance of such default for the period of six months, after the maturity of such installment, the principal of this bond shall become due in the manner and with the effect and subject to the conditions provided in the deed of trust or mortgage securing payment of the same, hereinafter mentioned. ———

——This bond is one of ~~the~~ series of bonds amounting in aggregate to Two Million Seven Hundred Thousand Dollars ($2,700,000), and the payment of each and all of which, together with interest thereon, without reference to the time when the same shall be actually issued, is equally secured by a deed of trust or mortgage, bearing date on the Ninth day of May, A. D. 1878, duly executed and delivered by said Chicago, St. Paul and Minneapolis Railway Company to the said William H. Leonard, conveying the railway of the said Company, 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 River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises, and all things in said deed of trust, or mortgage, mentioned and described, as being conveyed, including certain leasehold rights upon a certain railroad extending from the St Croix River, opposite said town of Hudson, to the city of St. Paul, in Minnesota, 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 was 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 conveyed to the purchasers, under a decree of foreclosure against said West Wisconsin Railway Company, the lands not fully paid for by the purchasers from said West Wisconsin Railway Company being conveyed by said mortgage, subject to said contracts of sale. ———

——This series of bonds is a first lien upon the lands not used for railway purposes, and a second lien upon the road, its equipment, and appurtenances, being second, namely, to the lien upon said road, its equipments and appurtenances, of another series of bonds issued by said Company, of even date herewith, to the amount of Three Millions of Dollars ($3,000,000.) ———

——This bond is entitled to the benefit of the sinking fund and to all other benefits of the said deed of trust, or mortgage, provided. ———

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

——This bond shall pass by delivery, or by transfer on the books of the Company, in the city of New York, after 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 shall have been to bearer, and transferability by delivery thereby restored. But this bond shall continue subject to successive registration and transfer 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 thereon, and duly signed by the Trustee, to the effect that the same is one of the bonds issued under this mortgage.

This bond being one of a series issued by said Chicago, St. Paul and Minneapolis Railway Company, in part, for the purpose of borrowing money thereon, to be used in the improvement and equipment of said line of road, and in part for the reimbursement to such of the bondholders of the West Wisconsin Railway Company as contributed their bonds or money to the purchase of said road at the sale under the decree of the Circuit Court of the United States for the Western District of Wisconsin, rendered at the December Term 1877, to the extent of the value of the bonds and money thus contributed, by means of which bonds and money, without further consideration paid by the issuing this Bond, said Company has acquired the title to said road, lands and other property connected therewith.

Provided, however, that no foreclosure of said mortgage or deed of trust, by which this bond is secured, is to be had in consequence of any default in the payment of the interest or principal upon this bond, unless there has been a default in the payment of the interest or principal upon the series of bonds entitled, "First Mortgage Railway Bonds", above described, and secured upon the same property upon which this bond is secured. But in the event of a foreclosure being had in consequence of default in the payment of the interest or principal upon said railway bonds, or any one thereof, or if a foreclosure shall take place under any of the provisions of said railway bonds, then, and in that event this series of bonds, entitled, "Land Grant Income Bonds", shall also be considered as due and payable, and said mortgage shall be foreclosed as well for the benefit of this series of bonds, as for the benefit of said series, entitled, "First Mortgage Railway Bonds".

And provided, also, that no action at law can or shall be brought or maintained for the recovery of any coupon for interest or principal of said bonds, which may be in default, until a default has been made in the payment of the interest or principal upon the series of bonds entitled, "First Mortgage Railway Bonds."

In Witness Whereof, said Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signature of its President and Treasurer, and has also caused the interest coupons hereto annexed, to be signed by its Treasurer, on the Ninth day of May, A. D. 1878.

(Corporate Seal) Chicago, St. Paul and Minneapolis Railway Company.

..... President.

..... Treasurer.

And each of which said bonds has endorsed thereon a certificate signed by said trustee, in the words and figures following:

Trustee's Certificate.

This is one of 2,200 bonds for One Thousand Dollars each, and 1,000 bonds for Five Hundred Dollars each, amounting in the aggregate to $2,700,000, executed by the Chicago St. Paul and Minneapolis Railway Company, secured by a mortgage of said Company to me, as trustee, upon its Land Grant lands, duly executed and recorded, and no greater number of bonds has been certified by me.

..... Trustee.

None of which bonds, of either series, shall become obligatory until, as set forth in the body of said bond, it is certified by the trustee in office for the time being, upon said bond, that said bond forms a part of one of the issues under this mortgage.

Now, in consideration of the premises and in consideration of the sum of One Dollar to the said Chicago, St. Paul and Minneapolis Railway Company duly paid by the said William H. Leonard, party of the second part, and in the exercise of the statutory powers in this behalf, given by the Legislature of the State of Wisconsin,

This Indenture Witnesseth, that the said Chicago, St. Paul and Minneapolis Railway Company doth hereby grant, bargain, sell, assign, convey and transfer unto the said William H. Leonard, and his successors in this trust, his and their heirs, all and singular, the Railway of the Company, being the line of railway heretofore known as the West Wisconsin Railway, extending from Elroy in the State of Wisconsin to the west bank of the St Croix River in the State of Minnesota, opposite to Hudson in the State of Wisconsin, being about one hundred and eighty miles of road.

Also, the right, title and interest of said Company, in and to the Railway of the St. Paul, Stillwater and Taylor's Falls Railroad Company, extending from the west bank of the St. Croix River aforesaid, to St. Paul in State of Minnesota, being about twenty miles of road, formerly held

by the said West Wisconsin Railway Company, by lease from said St. Paul, Stillwater and Taylor's Falls Railway Company, together with all the railway, rights of way, depot grounds and other lands; and also, all bridges, viaducts, culverts, fences and other structures; depots, station houses, engine houses, car houses, freight houses, wood houses and other buildings; and all machine shops held for use in connection with the said Railway, or any part thereof, or with the business of the same; and including, also, all locomotives, tenders, cars and other rolling stock or equipments; and all machinery, tools implements, fuel, and materials for constructing, operating, repairing or replacing the said Railway or any part thereof, or any of the equipments or appurtenances of the said Railway or any part thereof; and including, also, all revenues, rates, tolls, sums of money and income arising, or to arise, from the said Railway or the premises herein before expressed to be conveyed, or any of them; and, also, all corporate and other franchises, rights and privileges connected with, or relating to, the said Railway, or to the construction, maintenance or use of the said Railway, or otherwise belonging to the Company; and, also, (all the lands granted, or hereafter to be granted, by Congress, to the State of Wisconsin, and by the State of Wisconsin to the said West Wisconsin Railway Company, or its successor, the Chicago, St. Paul and Minneapolis Railway Company, for the construction of said road, and all the right, title and interest in any lands granted by any act of Congress to the State of Wisconsin, which said West Wisconsin Railway Company acquired by reason of the construction of said Railway, except that portion of said lands which have been sold by said West Wisconsin Railway Company, and for which payment in full has been received by said Company; the lands sold by said Company, and not yet fully paid for, being conveyed by this instrument subject to the contracts of sale made by said West Wisconsin Railway Company; which contracts are also hereby assigned, and also, all the other estate, real, personal or mixed, now owned, and any other property that may be hereafter acquired from the State of Wisconsin or the United States, for the construction of said West Wisconsin Railway, or any part thereof; together with all, and singular, the tenements hereditaments, rights members, privileges, easements, and appurtenances, to the said Railway lands 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 Company of, 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, rolling stock, franchises, lands, contracts, and other property, and all other, the premises hereinbefore expressed to be conveyed, with the appurtenances thereof, to the use of the said William F. Leonard, and his successors in said trust, according to the nature, tenor and quality thereof respectively; upon and for the trust, interest and purposes hereinafter expressed and declared of and concerning the same, and for the further carrying into effect the conveyance hereinbefore expressed to be made, the Company doth hereby appoint the said William F. Leonard, and his successors in said Trust, the attorney and attorneys of the 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 to give effectual releases and discharges; and for all any of the purposes aforesaid, to appoint an attorney or attorneys, an agent or agents, and from time to time to revoke such appointments, and to use the name of the Company, and generally to act in relation to the premises, as they or he shall think fit.

And it is hereby agreed and declared that the said William F. Leonard, and his successors 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, interest and purposes following, that is to say:

Article First. — Until the Company or its successors shall make default in the payment of some principal money, or interest, secured by the said bonds, above designated as "First Mortgage Railway Bonds", or some or one 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 or breach in the performance or observance of any other condition, obligation, or requirement, by the said Railway bonds, or by the foresaid deed, imposed on the Company or its successors, in reference to said Railway Bonds, the said William F. Leonard, and every other Trustee from time to time, of these presents, — (who are hereinafter referred to as the said Trustee,) shall permit and suffer the Company and its successors to possess, manage, operate, and enjoy the said Railway, with its equipments and appurtenances, and all the lands and premises, property and franchises, hereinbefore described, 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 this Company, or its successors, shall make any default in payment, as mentioned in the last preceding article, upon any of the bonds or coupons belonging to the series of bonds above designated as Railway Bonds, and such default shall continue for the period of six months, or if and whenever this 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 the period of six months, then and in either of such cases, it shall be lawfull for the said Trustee personally, or by his attorneys or agents, to enter into and upon, and take and possess, all and singular the Railway, the lands, and all 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 his 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, all such repairs and replacements, and such useful alterations, additions and improvements thereto, as may seem to them, or him, to be judicious or convenient, and to collect and receive all tolls, freights, incomes, revenues, rents, issues and profits, of the said Railway, lands and premises, and of every part and parcel thereof, and after deducting and defraying the expenses of working and operating the said Railway, and conducting the business thereof, and all expenses incurred in the holding and management of said lands, 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 or parcel thereof, and all other expenses and outgoings whatsoever incurred in relation thereto, as well as just compensation for his own services, and which he is hereby authorized to retain and take, and for the fees of attorneys and counsel, and all other agents and persons, as may have been by him employed, the said Trustee shall apply the moneys arising from such collection and receipt, as aforesaid, in or towards the payment of interest on the said bonds, or obligations, in the order in which said interest shall have became due ratably to the persons holding the coupons evidencing the right to such interest, and after paying all interest, and such coupons which shall have became due, shall apply the residue of the said moneys in or towards the payment of the principal of such of the said bonds or obligations as may be at that time outstanding and unpaid ratably and without discrimination or preference as to persons, but applying the net profits of the Railway first upon the Railway bonds and coupons, and then upon the Land Grant Bonds and coupons, and the net proceeds of the lands first upon the Land Grant bonds and coupons, and then upon the Railway bonds and coupons; and if, after satisfaction thereof, a surplus shall remain, he shall pay over such surplus to the Company, its successors or assigns, or as any court of competent jurisdiction shall order. Provided nevertheless, that if the said Trustee shall think it expedient, after such entry as aforesaid, to work and operate the said Railway and premises in manner aforesaid, it shall be lawful for him to demise or let the said Railway and premises to any person or persons, corporation or corporations willing to work and operate the same, for such terms and period, at such rent

or proportion of receipts and profits, and generally upon such terms and conditions as the said Trustee shall, in his discretion, think fit, 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, is applicable under the provisions imediately hereinbefore contained.

Article Third. — In case any such default shall be made in the payment of the principal or interest of said bonds, designated as Railway bonds, and shall so continue as aforesaid, it shall likewise be lawful for the said Trustee, either after such entry as aforesaid, or other entry, or without entry personally or by his attorneys or agents to sell, dispose of, and convey all and singular the property by this mortgage conveyed to said Trustee, making such sale at public auction, in the City of New York, and State of New York, or in the City of Madison, and State of Wisconsin, in the discretion of said Trustee, at such time as he may appoint, first giving notice of said sale, and of the time, place, and terms thereof, by advertisement for the term of four weeks, in some daily newspaper, published in said City of New York, and also in some weekly or daily newspaper, published in the said City of Madison. Said Land Grant Lands, so far as the title to the same shall then remain in said Trustee, and so far as said lands are not held for railway uses, shall be sold separately from said Railway, and if the proceeds thereof shall be sufficient to pay and discharge both series of said bonds, the said Railway shall not be sold, but if the proceeds of such land sales shall be insufficient for that purpose, then said Railway and its appurtenances, including rolling Stock and franchises shall be sold. The sale of both lands and Railway shall be for Cash, either wholly payable in hand, or one third in hand and the ballance in two annual installments with interest, as the Trustee may deem advisable, and the lands may be sold in a body or in such smaller quantities as the Trustee shall deem advisable.

The proceeds of the sale shall be applied first in payment of the expenses connected with said sale and trust, including the commissions of the Trustee, and all charges incurred by him as such Trustee; and secondly in payment of the unpaid interest and principal of the several bonds, ratably and without discrimination as to persons, but applying the proceeds of the sale of the lands first upon the series of Land Grant Bonds, and then upon the Railway Bonds and the proceeds of the sale of the Railway, first upon the series of Railway Bonds, and then upon the Land Grant Bonds in the order of the liens created by this instrument, and if, after paying in full all said bonds and coupons, there shall be any money remaining in the hands of said Trustee, he shall pay the same to

the Company making this mortgage, its successors or assigns. The said Trustee shall have power to adjourn said sale from time to time at his discretion, and if adjourned to another date, to make said sale at the time appointed, without further notice by advertisement, and said Trustee shall have power to make and deliver to the purchaser or purchasers at said sale, good and sufficient deeds for the conveyance of the property sold. And it is further declared and agreed that the receipt of said Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises which shall be sold as aforesaid, for his or their purchase money, and such purchaser shall not, after payment of ~~said~~ purchase money, ~~and such purchaser shall not, for payment of such purchase money~~, be liable to see to its application upon or to the trust or purposes of these presents, or be in any manner whatever answerable for any loss, misapplication, or non-application of such purchase money or any part thereof, or be obliged to inquire into the necessity or expediency of or for any such sale. Provided, however, that no sale shall be made by said Trustee as aforesaid, except upon the demand of the holders of Railway Bonds, amounting at least to the sum of One Hundred Thousand Dollars ($100,000); and even in the event of such demand no sale shall take place, if the holders of a majority of said railway bonds in amount, at such time outstanding, shall by themselves, or their attorneys in fact, file with said trustee, a written instrument objecting to such sale.

Article Fourth.- In case the Company, or its successors, shall make default in the payment of any interest on any of the said bonds or obligations, known and described above as Railway Bonds, according to the tenor thereof, or of the coupons thereto annexed, (the payment of interest having been demanded by presentation at the Company's office in the City of New York, of the coupons therefor,) and such default shall continue for the period of six months after such demand, then and thereupon, the principal of all the said bonds or obligations shall, at the election of the said Trustee, to be signified to the Company or its successors, by writing, under his hand, become immediately due and payable. Provided, nevertheless, that at any time after such default shall have been so made, and have so 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 Railway Bonds, for the time being, by an instrument under their hands and seals, to direct the said Trustee, either forthwith to exercise his said power of declaring the principal of the said bonds or obligations due and payable, or to waive the exercise of the same power (if unexercised), or to withdraw and annul the exercise thereof (if exercised), either absolutely or with the consent of the Company or its successors, and to direct the said Trustee to dismiss any suit brought against said Company upon any bond or coupon secured by this mortgage, and release any judgment obtained thereon, on such terms as may be directed by the said majority, by the

same instrument. And it is hereby provided 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 Fifth.- 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 Company, or its successors herein specified, in the manner and subject to the qualifications herein expressed upon the requisition of bondholders as herein prescribed, as follows:

First. If the Company or its successors shall make default in the payment of some principal money, or interest, secured by the said bonds or obligations, known and above described as Railway Bonds, or some or one 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 any holder or holders of the said Railway Bonds or obligations, to an aggregate amount of not less than One Hundred Thousand (100,000) Dollars, and a proper indemnification by such holder or holders to the said Trustee, against the cost and expenses to be by him 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 he being advised by counsel learned in the law, shall deem most expedient for the interest of the holders of the said bonds or obligations. Provided nevertheless, that it shall be lawful for a majority in interest of the holders of said Railway Bonds for the time being, by an instrument under their hands and seals to direct the said Trustee to waive such default upon the actual payment of the money, the subject of such default, with interest thereon, and the expenses incurred by reason thereof: and it is hereby provided, that no action taken by the said Trustee or by the bondholders under this clause shall prejudice or affect the powers or rights of the said Trustee or of the bondholders, in the event of any subsequent default.

Secondly. If the 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 obligations, or by this present deed, imposed on the Company or its successors, then, and in such case, the said Trustee may, in his discretion, enforce, and upon the direction in manner aforesaid, of a majority in interest of the bondholders for the time being, and upon a proper indemnification by such majority to the said Trustee against the costs and expenses to be by him incurred, it shall be the duty of the said Trustee to 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 majority at any time to direct, in manner aforesaid, the said Trustee to waive such default or breach upon adequate reparation

therefor, 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 affect the powers or rights of the said Trustee, or of the bondholders, in the event of any subsequent default or breach.

Article Sixth.- The said Land Grant lands not required for railway uses, are to be held for private sale by the Company, or they may be sold at auction, if deemed advisable by said Company and said Trustee, and the price and terms of sale for all private sales shall be fixed under the direction of the Board of Directors. And the said Trustee shall have full power, upon the written request of the Company, or its successors, to release, to the persons designated by the Company, or its successors, and shall release from the lien and operation of these presents, in such manner as the Company shall require, any and all lands in this deed conveyed. Provided however, that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by the Company, or its successors, 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 their face to any amount, in the payment for lands; and the bonds and obligations so received shall be cancelled by said Trustee, and surrendered to the Company or its successors.

The first thirty thousand dollars received by the Trustee from the sale of land each year, shall be considered as a sinking fund, applicable to the Land-Grant Bonds; and so much of this thirty thousand dollars as shall have been paid in, in cash, shall be used by him in the purchase of bonds from the lowest bidder, after public notice, given by the Trustee, by publication in a daily newspaper of the city of New York, for four weeks, once each week.

The net earnings of the Railway, over and above the operating expenses, taxes, and other necessary expenses, and after payment of the interest upon the Railway bonds, and before declaring any dividends to Stockholders, shall be applied, so far as may be necessary, first, to making good any deficiency, if such there shall be, in said annual sinking fund, to be raised for the purpose of retiring annually thirty thousand dollars of the Land Grant Bonds, as above stated; and secondly, for the purpose of paying the interest on the Land Grant Bonds, if the same shall not be fully paid from the money applicable to that purpose, received by said Trustee from the sale and rent of lands.

Whenever there shall be an accumulation in the hands of the Trustee, from the proceeds of land sales or rents, of the sum of fifteen thousand dollars, over and above the amount necessary for the creation of the annual sinking fund of thirty thousand dollars, and for the payment of the interest, as it falls due, upon the Land-Grant Bonds,

said Trustee shall advertise for the purchase of Land Grant Bonds, in the manner above provided, and shall purchase the same at the lowest price, so far as the money in his hands will enable him to purchase, provided that he shall never pay above the par value of said bonds so purchased, and shall cancel the bonds and surrender the same to the Company. When all the Land Grant Bonds shall have been purchased and cancelled, all further net proceeds of the lands, income from lands, and contracts of sale, shall be applied to the purchase and cancellation of the first mortgage Railway Bonds. Provided, further, that when all of said Land-Grant Bonds and Railway Bonds, with the interest thereon, shall have been paid in full, said Trustee shall reconvey to said Company all the properties herein conveyed, the title whereof shall then remain in said Trustee.

Article Seventh.- In case of the sale of any of the property hereby conveyed, by virtue of any judicial order or decree, made upon a foreclosure of this mortgage, the court so rendering said decree may authorize the sale of the said Railway and its appurtenances, and of the said Land-Grant lands, either separately or together, as the Court shall seem advisable, applying the proceeds of said sale, in either event, in the manner provided by this instrument, in regard to priority of liens, as between said two series of bonds, and the said court, in the event of the sale of said property herein conveyed, together, shall ascertain by proper testimony the relative value of the Railway and the lands, as nearly as may be, and thus determine the proper rate of distribution of the purchase money as between the two series of bonds.

Article Eight.- The action of the trustee herein in regard to enforcing the lien created by this mortgage, either by taking possession or by private sale, or by a resort to judicial proceedings, shall be at all times subject to the control of a majority in amount of the holders of said Railway Bonds, their wishes being expressed in writing to said Trustee, but said mortgage shall not be foreclosed, nor shall the property herein mortgaged be sold, except upon a default in the payment of the interest upon the Railway Bonds, which shall continue for more than six months, and then only upon the application, as above provided, of bondholders holding said Railway Bonds, to the amount of One Hundred Thousand Dollars ($100,000), which action on the part of said Railway Bondholders shall be subject to the control of a majority in amount of said Bond holders of the Railway Bonds as heretofore provided, said mortgage not being subject to foreclosure merely for default in the payment of interest upon the Land Grant Bonds; and it is hereby expressely understood and agreed that a sinking fund to the extent of Thirty Thousand Dollars ($30,000), shall be annually applied

by said Trustee in the purchase and cancellation of said Land Grant Bonds, provided, that sum shall be annually ~~applied~~ received as net proceeds from the ~~purchase and cancellation of said Land Grant Bonds,~~ pro[vided] sale of said lands over and above the expences incurred by said Company in the care and sale thereof, and until said sum of Thirty Thousand Dollars ($30.000), shall have been paid by said Company to said Trustee for this purpose, the Company shall pay no interest on the Land Grant Bonds, from funds derived from the purchase money of lands sold, or from contracts or securities of the said Department.

And it is further provided, that on all sales reported by the Company to the said Trustee, and settlement thereof, said Company shall be entitled to be allowed as a credit all properly authenticated vouchers for the expenses of the care and sale of said lands and contracts, accounts of Land Department taxes, and Land Department Expences.

Article Ninth.- Subject to the security hereby created for the due payment of the bonds or obligations, and the principal money and interest thereby secured, and for the performance and observance of the conditions, obligations and requirements thereby, or by the present deed imposed on the Company and its successors, The said Trustee shall stand possessed of all and singular the premises herein before expressed to be conveyed, and the property and effects for the time being representing the same in trust for the 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 said Trustee shall reconvey all and singular the said premises, property, and effects to the Company, its successors or assigns, or as they shall direct.

Article Tenth.- It is mutually agreed, by and between the parties hereto, that the expression, "the 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 presents shall be entitled to the ordinary indemnity and right to reimbursement given to Trustees; and also that every such Trustee shall be entitled to just compensation for all services which he may hereafter render in this trust, to be paid by the Company or its successors, or out of the income of the trust-property, and for that purpose may, at any time, apply to any competent Court, without notice to any person except the Company or its successors.

And on the death of the said Trustee and his successor,

herein named, or resignation or inability to act, the Circuit Court of the United States for the Western District of Wisconsin shall, on application of said Company, or of a bondholder, with notice to the Company appoint a Trustee herein.

And Walter Edwards, Jr. of the City of New York, shall be the successor of said Leonard as Trustee herein, in the event of the death, resignation, or inability to act, of said William H. Leonard, Trustee herein; also, shall be Temporary Trustee in the absence of Leonard.

Article Eleventh.- It is expressly understood that this mortgage is made subject to all contracts existing between the Chicago and Northwestern Railway Company and the West Wisconsin Railway Company, at the ~~December~~ date of the decree of foreclosure above referred to, of the mortgages of said West Wisconsin Railway Company, at the December Term, A. D., 1877, of the Circuit Court of the United States for the Western District of Wisconsin, which contracts have since been renewed and extended between the Company making this mortgage and said Chicago and Northwestern Railway Company, but subject to this condition, said Company hereby agrees to execute and deliver, whenever requested by said Trustee, such other and further assurances and conveyances as may be necessary to carry out the intention of these presents.

In Witness Whereof, the said party of the first part, the Chicago, St Paul and Minneapolis Railway Company has caused its corporate seal to be affixed to these presents, and attested by the signatures of its President and Assistant Secretary; and the said William H. Leonard, Trustee herein, has hereto set his hand and seal to testify his acceptance of said trust, the day and year first above written.

Signed, sealed and delivered
in presence of

William H. Ferry President.

(Seal) R. Edgerton
Simeon W. King.

J. D. Redfield, Asst. Secretary.

William H. Leonard Trustee.

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

Be it remembered, that on the twenty fifth day of May A. D. one Thousand Eight Hundred and seventy Eight, before me Simeon W. King, a Commissioner for the State of Wisconsin, in and for the State of Illinois, residing in said City of Chicago, personally appeared William L. Ferry, the President of the Chicago, St. Paul and Minneapolis Railway Company, and J. B. Redfield, the Assistant Secretary of the same Company, who are personally known to me to be the President and Assistant Secretary of said Company, and being duly sworn, they did depose and say that he, the said William L. Ferry resided in Lake Forest, in Lake County, in the State of Illinois, that he the said J. B. Redfield resided in the City of Chicago in said State of Illinois; that he, the said William L. Ferry was the President of said Company; that he the said J. B. Redfield, was the Assistant Secretary of the same Company; that they knew the corporate seal of said Company, that the seal affixed to the foregoing instrument, purporting to be the corporate seal of said Company, was such corporate seal; that it was so affixed thereto by Order of the Board of Directors of said Company, and that they signed their names thereto by the like order, as the President and Assistant Secretary of said Company respectively.

And the said William L. Ferry and J. B. Redfield also acknowledged to me that they signed, sealed, and delivered the said instrument as their free act and deed of the said Chicago, St. Paul and Minneapolis Railway Company for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official Seal, this twenty fifth day of May A. D., one thousand Eight hundred and seventy Eight.

Simeon W. King
A Commissioner for the State of Wisconsin
residing in Chicago in the State of Illinois.

(Seal)

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

Be it remembered, that on this thirty first day of May A. D. 1878, before me Ransom S. Pattison a Commissioner of Deeds of the State of Wisconsin in and for the

State of New York, personally appeared William L. Leonard to me personally known, and to me known to be the person who subscribed the foregoing instrument, and he acknowleged to me that he had executed said instrument as his free act and deed for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and ~~affixed~~ my official Seal

(Seal)

Ransom S. Pattison
A Commissione for the State of Wisconsin
residing in Brooklyn in the State of New York

Recorded May 27th 1878.

229. Chicago, St. Paul and Minneapolis Railway Company

Deed of Release. (2)

This Indenture, made the twelfth day of August 1878 between William L. Leonard, of the State of New York, party of the first part, and Henry Orme, John Paul and J. D. Steele parties of the second part,

Witnesseth: Whereas the Chicago, St. Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said town of Hudson, to the city of St Paul; and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 judgement of foreclosure and sale in the Circuit Court of the United States, for the Western District of Wisconsin, in a certain action wherein William L. 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 L. Porter, David Dows and Walstan L. Brown, and by them to the Chicago, St. Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of Two Thousand One Hundred & Twenty 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 quitclaimed to the said parties hereto of the second part, their heirs and assigns, respectively, from the lien of the said Mortgage or Trust Deed, all and singular the following described pieces or parcels of land, situate in the said State of Wisconsin, and herein described

ecording to the United States Survey, viz.:

To Henry Onne the South half (½) of Section Twenty seven (27) in Township Twenty seven (27) North Range Fifteen (15) West. Containing three hundred and twenty Acres. (320). To John Paul, the North east quarter of the North West quarter (¼) of Section seven (7) in Township Twenty six (26) North Range Two (2) West, containing forty (40) acres. To T. L. Steele the East half (½) of the Southeast quarter (¼) of Section seven (7) in Township Nineteen (19) North, Range Two (2) West. containing Eighty (80) 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 encumbrance of the said Trust Deed, and the payment of the sum or sums of money therein expressed, and every part thereof.

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

In presence of
R. Edgerton
R. S. Pattison

Wm H. Leonard (L.S.)
Trustee

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

On the twelfth day of August A.D. 1878 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 acknowlegement of Deeds, &c to be recorded, &c, in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

(Seal)

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

Ransom S. Pattison
Commissioner for Wisconsin

Recorded Aug 16th 1878 at 10 o'clock a m.

233. Galena and Southern Wisconsin Railroad Company
to William W. Wagdin
Deed of Trust

This Deed of Trust Witnesseth That the Galena and Southern Wisconsin Railroad Company a Corporation under the laws of the States of Illinois and Wisconsin party of the first part, in consideration of the indebtedness hereinafter mentioned and one dollar to it paid by William W. Wagdin of Jo Daviess County, Illinois party of the second part, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell, remise, release and convey unto the said party of the second part the following described property viz: All and singular the railroad of the party of the first part, now constructed or hereafter to be constructed from its Southern end at the city of Galena, Illinois, and running from thence northwardly through said Jo Daviess County through the towns of East Galena, West Galena, Council Hill and Vinegar Hill to the State Line between the said States of Illinois and Wisconsin and thence in the same direction through the counties of La Fayette, Grant and Iowa in the State of Wisconsin, a contemplated distance of Sixty two miles to intersect in continuation with the Eastern Iowa Railroad and the Milwaukee and St Paul Railroad at the Wisconsin River. Also a branch of said first party, commencing at a point on the main line of said railroad known as Philips Corner and running from thence north about twelve miles more or less, including all the railways, rights of way, depot grounds and other lands owned or possessed by said first party, either in the State of Illinois or Wisconsin; together with all tracks, bridges, viaducts, tunnels, culverts, fences and other structures, all depots, station houses, engine houses, freight houses, wood houses, and other buildings; and all machine and other Shops; whether now held or hereafter acquired for use in connection with the said hereinbefore described railroad or the business thereof; and including also all locomotives, tenders, cars and other rolling stock or equipment, and all machinery, tools, implements, fuel and materials for the constructing, operating, repairing, or replacing said railroad or any part thereof or any of its equipments or appurtenances whether now held or hereafter acquired, all of which things are hereby declared to be appurtenances of the said railroad and including also all franchises connected with or relating to the said railroad or branch, or the construction, maintenance or use thereof, now held or hereafter acquired by the party of the first part, including the franchises to be a corporation, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise 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. To have and to hold the above mentioned and described premises and property (of the same kind) unto the said party of the second part his heirs and assigns forever in trust nevertheless to and for the uses and purposes and subject to the powers herein declared, granted or expressed.

Whereas the said party of the first part on June 30th 1877 borrowed from the National Bank of Galena Illinois the sum of twenty one hundred and twenty seven and 80/100 ($2127.80) dollars and gave its note of same date therefor to said bank payable December 31st 1877 with interest at the rate of ten per cent per annum upon which note there remained due and unpaid on July 24th 1878 the sum of two hundred and forty seven and 18/100 dollars ($247.18) of principal and interest.

And Whereas also said first party on April 29th 1875 borrowed from said National Bank of Galena the sum of twenty two hundred and seventy six and 65/100 dollars upon the individual note of John Lorraine, Darius Hunkins and William H Blewitt on the last mentioned date given therefor to said Bank payable in nine months from its said date with interest at the rate of ten per cent per annum, upon which last mentioned note there remained due and unpaid on July 24th 1878 the sum of Sixteen hundred and sixty five and 10/100 dollars ($1665.10) of principal and interest.

And Whereas also said first party on June 30th 1877 borrowed from said National Bank of Galena the further sum of forty six hundred and seventy one and 20/100 dollars upon the individual note of William H Blewitt, Darius Hunkins, Matt Murphy, Richard Barrett and Dennis Rockford on the last mentioned date given therefor to said bank, payable on December 31st 1877 with interest at the rate of ten per cent per annum upon which last mentioned note there remained due and unpaid on July 24th 1878 the sum of forty eight hundred and seventy five and 46/100 dollars ($4875.46) of principal and interest:

The total sums of all of said notes aggregating the sum eighty seven hundred and eighty seven and 74/100 dollars ($8787.74) due and unpaid thereon on said 24th of July 1878.

And Whereas on said 24th day of July 1878 said first party executed and delivered to said National Bank of Galena a note and power of attorney to confess judgement thereon for said sum of eighty seven hundred and eighty seven and 74/100 dollars as additional security to the security said bank then held therefor.

And Whereas on July 30th 1878 by virtue of said power

of Attorney judgement was rendered on said last mentioned note against said first party and in favor of said bank in the circuit court of said Jo Daviess County for the sum of eighty seven hundred and eighty seven and 74/100 dollars and costs; and execution issued on said judgement and was duly levied upon certain cars and other personal property of said first party which being duly offered for sale by the Sheriff in satisfaction or partial satisfaction of said execution according to the same bid thereof, the said Darius Hunkins, William H. Blewitt, Richard Barrett and Dennis Rockford in order to protect themselves upon their note aforesaid given for said first party to said bank (of Galena) bid in and purchased at said sale the said cars and other personal property for the total sum of thirty one hundred and sixty two and 35/100 dollars each one of them paying and equal part of said bid and purchase money.

And Whereas also said Hunkins, Blewitt, Barrett and Rockford have paid for said first party to D. J. Shean the sum of two hundred and fifty dollars for legal services by them rendered to said first party

And Whereas it has been agreed between said first party and the holders of its bonds hereafter issued and said bank, said Lorraine, Hunkins, Blewitt, Murphy, Barrett and Rockford that said sums of money that remain due and unpaid to said bank upon the notes and judgement aforesaid with the interest thereon as aforesaid and said sums of money paid by said Hunkins, Blewitt, Barrett and Rockford for said cars and other personal property at said sheriffs sale with ten per cent interest thereon from September 6th 1878 and said sums by them paid as aforesaid for legal services with ten per cent interest thereon from the date hereof should be a prior lien as against said bonds upon all the property of said first party hereinabove first described and that this instrument should be made and executed and delivered to create said lien and to enforce the same, provided however that when said sums of money paid by said Hunkins, Blewitt, Barrett and Rockford for said cars and other personal property at said Sheriffs Sale with said interest thereon shall be repaid to them in full then they shall reconvey said cars and other personal property so purchased at said sheriffs sale to said first party or its assigns or in case of the sale of all its property and franchises and the formation of another Company who shall operate its said railroad then to such new company.

Now therefore in pursuance of said agreement and for the

considerations aforesaid the said party of the first part hereby agrees with said second party and with said bank and with each one of the persons herein above named according to their respective interests aforesaid that within one year from the date of this instrument the said party of the first part will pay to said National Bank of Galena the sums aforesaid due to it upon said promissory notes and judgement aforesaid with ten per cent per annum interest thereon and said notes and judgement and the securities held therefor by said bank shall not be merged in this deed of trust, but this instrument shall be merely an additional security to said bank for the payment of said notes and judgement; and will also pay to said Hutchins, Barrett, Blewitt and Rockford the said sums of thirty one hundred and sixty two and 35/100 dollars so as aforesaid paid at said Sheriffs sale for said cars and other personal property with ten per cent interest thereon per annum from said 6th day of September 1878 upon the express condition however that when the same is fully paid, said last named persons shall reconvey said cars and other personal property bid in as aforesaid to said first party or to said new company operating said railroad as aforesaid; and will also pay to said last named persons the said sums of money paid for legal services as aforesaid with ten per cent interest thereon from this date.

And in case of default by said party of the first part in the payment of said several sums of money or any part thereof or the interest thereon within one year from the date hereof as aforesaid then the said party of the second part or his successors to this trust deed shall sell and dispose of all and singular the property and premises hereby conveyed or intended to be or any part thereof at public auction, to the highest bidder for cash, at the front door of the court house in the City of Galena Illinois, or at the front door of the court house in the County of La Fayette in the State of Wisconsin or either of them as the said party of the second part may elect or designate for such sale; or sell that part of said Railroad and appurtenances lying in the State of Wisconsin at said last mentioned place and that part thereof lying within the State of Illinois at said first mentioned place as said second party may elect and deem for the best; such sale to be between the hours of ten O'clock in the forenoon and four O'clock in the afternoon of such day or days of sale; notice of the time and place of sale with a description of the premises to be sold and the amount of said debt due to pay which it is to be sold to be given by advertisement, published at least once a week for five successive weeks before

such day of sale in one or more newspapers printed and published in the County where such sale is to be made and upon making sale as aforesaid the said party of the second part shall make execute acknowledge and deliver to the purchaser or purchasers of said property sold or any part of it so sold good and sufficient deeds or deed therefor in fee simple, which sale and the deed or deeds made in pursuance thereof as aforesaid whether of all the property and premises aforesaid in one State or of both States aforesaid shall as to the premises so sold and by deed as aforesaid conveyed be a perpetual bar in law and in equity both in the State of Illinois and in the State of Wisconsin as against all rights of redemption and other rights titles or interests in said property and premises of said party of the first part and all other persons claiming or to claim the said property and premises or any part thereof, by, through, from or under the said party of the first part; and said second party shall receive the proceeds of such sale or sales and after deducting therefrom the expenses of said sale including attorneys and counsels fees and just compensation for his own services and all sums due for taxes assessments or other liens taking precedence of the lien created hereby upon said property or premises or any part thereof so sold he shall then apply the remainder of the proceeds of sale made as aforesaid to the payment of the said several sums of money aforesaid with said interest thereon to the said several persons entitled to receive the same or their lawful attorney, representatives, successors, assigns, executors, administrators or heirs without discrimination or preference but ratably to the aggregate amount of all of said sums that may be due and unpaid; and if after the satisfaction thereof a surplus of said proceeds of sale shall remain to pay over the same to said first party or to such person or corporation as may appear to be entitled to receive the same. And upon sale and conveyance as aforesaid the purchaser under his said deed shall have immediate possession of the property and premises described therein to and for his own sole use in fee simple, but unless such sale is made as aforesaid the said first party shall be suffered and permitted to retain possession thereof and use and enjoy the same and in case said first party or its successors shall well and truly pay said several sums of money and interest aforesaid without sale of said premises then all the estate, right title and interest of the said party of the second part and his successors in the property and premises and appurtenances hereby conveyed and the trust hereby created, shall cease, determine and become void; otherwise

the same shall be and remain in full force and effect.

In testimony whereof the said party of the first part has caused its corporate seal to be affixed to this deed of trust and the same to be attested by the signatures of its president and secretary this twentieth day of September A D 1878

(Corporate Seal)

R Barrett President
of the Galena and Southern Wisconsin
Railroad Company.

S. O. Stillman Secretary

Signed sealed and delivered in presence of
Franklin Stryker
Henry Wallace.

State of Illinois }
Jo Daviess County } ss° Be it remembered that on this twentieth day of September A D 1878 before me George S Avery clerk of the Circuit Court in and for the County of Jo Daviess and State of Illinois personally appeared Richard Barrett personally known to me to be the President of the Galena and Southern Wisconsin Railroad Company and the person whose name is subscribed to the foregoing deed of trust as such president and also personally appeared Samuel O Stillman personally known to me to be the Secretary of said Railroad Company and the person whose name is subscribed to the foregoing deed of trust as such secretary and each one of them acknowledged to me that they and each of them had affixed the seal of said Railroad Company to said deed of trust and subscribed the same respectively as president and secretary of said company and had signed sealed and delivered said deed of trust as the free and voluntary act of said Railroad Company and as their own free and voluntary act as the President and Secretary thereof respectively and that the same was done in pursuance of a Resolution of the board of directors of said company directing the same to be done. And I do further certify that the said foregoing deed of trust is executed and acknowledged according to the requirements of the laws of the State of Illinois in relation to such instruments of writing.

In testimony whereof I do hereto set my name and affix the seal of said court at the city of Galena in said Jo Daviess County Illinois this day and year aforesaid.

(Seal)

Geo S Avery
Clk

Recorded October 11th 1878.

234.

Trust Deed.

The Fond du Lac, Amboy and Peoria Railway Company

to

Ephraim Mariner.

This Indenture made this twenty-fifth day of September, in the Year of our Lord one thousand eight hundred and seventy-eight by and between The Fond du Lac Amboy & Peoria Railway Company, a corporation duly authorized and existing by and under the General Laws of the States of Illinois and Wisconsin, party of the first part, and Ephraim Mariner of the city of Milwaukee in the State of Wisconsin as Trustee, party of the second part

Witnesseth that Whereas the said party of the first part is now engaged in the construction of a Railway from the City of Fond du Lac in the State of Wisconsin to a point on the Illinois River in the State of Illinois at or near the city of Peoria, Peoria County, and

Whereas a portion of said road, to wit: from the city of Fond du Lac to the junction or crossing of the Chicago, Milwaukee & St Paul Railway in the town of Hubbard in the County of Dodge, State of Wisconsin, is now partially completed and equipped so that business can be done on the same and so that cars can and do run on the same, and

Whereas a large portion of the money for the construction and equipment so done and furnished has been furnished by George K. Willman of the city of Lowell in the State of Massachusetts by virtue of a contract entered into by the party of the first part for the construction and completion of the road of the said party of the first part from the said City of Fond du Lac to the City of Milwaukee in the State of Wisconsin, and

Whereas after mutual differences, the said George K. Willman and the said party of the first part, have settled and agreed upon an amount said Willman is to receive for the work done and materials furnished under the said contract, to wit: the sum of One hundred and ten thousand dollars ($110,000=) to be paid in the First Mortgage Bonds on said piece of Road, so partially completed and equipped said Bonds to draw interest at the rate of six (6) per cent per annum, interest payable semiannually, the principal thereof payable twenty (20) years after date, - the said piece of road to be mortgaged at the rate of Four thousand dollars ($4000=) per mile, calling the distance from Moore, Galloway and Co's Mill in the city of Fond du Lac to said junction at Iron Ridge in Dodge County, Thirty (30) Miles and the total amount of bonds to be issued under this mortgage is One hundred and twenty thousand dollars ($120,000=) and said Willman is to receive one hundred and ten thousand dollars of the same at par value and the remaining sum of ten thousand dollars of the same so issued and secured by this mortgage

are to be expended by the said party of the first part in extending the said road from its present terminus in the said city of Fond du Lac northerly to Moore, Galloway & Co's Mill, asking for right of way, and

Whereas the party of the first part is fully authorized by the laws of the States of Wisconsin and Illinois to mortgage its corporate property, now acquired, or to be acquired to secure the payment of any debts so contracted, and

Whereas the party of the first part has fully ratified and endorsed the settlement so made with the said George K Wellman, and has authorized and instructed its President and Secretary to make, execute and deliver this mortgage in the name of said company and to issue One hundred and twenty thousand dollars ($120,000.00) of said company's bonds at their par value under said mortgage, for the purpose hereinbefore stated, the class, denomination and number of bonds to be as follows: Class A, in denomination One Thousand Dollars each and numbered from one (1) to one hundred and ten (110) inclusive, Class B in denomination one hundred Dollars each, and numbered from one (1) to one hundred (100) inclusive. All of said bonds to draw interest at the rate of six percent per annum, interest payable semiannually on the first days of January and July in each and every year, as coupons thereto attached will show, said bonds to bear date October 1st 1878; and the principal to become due and payable and the first day of July A.D. 1898. All of said bonds to be of the same tenor and date except as to the denomination and number as aforesaid and all are equally secured by this mortgage and are in form as follows.

United States of America

State of Wisconsin } Vignette Railway Train { State of Illinois

Fond du Lac, Amboy & Peoria Railway Company

Class — — — First Mortgage Bond $ — —

Six percent No. — —

The Fond du Lac Amboy & Peoria Railway Company promises to pay Ephraim Mariner or Bearer, on July 1st 1898 at the Company's Agency in the City of New York One Thousand Dollars in lawful money of the United States of America with interest thereon at six per centum per annum payable on the first day of January and the first day of July in each year on the presentation and surrender of the annexed coupon therefor. In case of default of the payment of such interest, when due, and so remaining in default for six months after the maturity thereof the principal of this bond will become due and payable as provided by the trust deed hereinafter mentioned.

This is one of a series of bonds issued at a rate of Four Thousand Dollars per mile, and limited in amount to One Hundred and Twenty Thousand Dollars and designated as follows: Class A is of denomination of One thousand dollars each and numbered from one to one hundred and ten inclusive; Class B is in denomination of one hundred dollars each and numbered from one to one hundred inclusive, otherwise alike in tenor and date, the equal payment whereof is secured by a deed of trust made by said Railway Company to Ephraim Mariner conveying the said railway of said company and all of its property connected therewith from the City of Fond du Lac in the State of Wisconsin to the crossing of the Chicago, Milwaukee & St Paul Railway Company's Railroad together with all the appurtenants and equipments acquired or to be acquired, as provided in said Trust Deed, which Trust Deed is the first lien upon said railway appurtenances.

This bond shall not become obligatory on the company until the certificate endorsed hereon is signed by the Trustee.

In Witness whereof the said Fond du Lac, Amboy and Peoria Railway Company by authority of a resolution of its board of directors hath hereunto set its seal and caused these presents to be subscribed by its President and Secretary and the coupons annexed to be executed by its President by his facsimile signatures engraved and printed thereon this first day of October 1878.

President

Secretary

Form of Coupon.

$ - -

The Fond du Lac, Amboy & Peoria Railway Company on the first day of —— A D 18— will pay the bearer ———— dollars at the Agency of the Company in the City of New York on presentation and surrender of this coupon being six months interest on Bond No — class —

President.

Form of Endorsement on back of bond.

Bond No — class — $ — ——

Fond du Lac, Amboy & Peoria Railway Company six per cent First Mortgage Bond —— —— — Interest payable January 1st & July 1st — — At the Agency of the Company in the City of New York — — Principal due July 1st 1898.

Trustees Certificate.

I hereby certify that the within bond is one of a series issued

by the Fond du Lac, Amboy & Peoria Railway Company, pursuant to an Indenture of trust and mortgage dated September 25th 1878 between the said Railway Company and the within named Ephraim Mariner.

Now therefore The Fond du Lac, Amboy and Peoria Railway Company party of the first part, for the purpose and with the intent of securing the payment of all of said bonds and each and every one of them equally with the interest thereon accruing according to the true intent and meaning thereof and in consideration of the premises and the sum of One Dollar to the said party of the first part in hand paid by the said party of the second part, hath granted, bargained, sold conveyed, assigned, transferred and confirmed and by these presents doth bargain, grant, sell, convey, assign and transfer unto the said Ephraim Mariner as Trustee, and to his successor or successors in this trust all and singular that portion of the Fond du Lac Ambroy & Peoria Railway being and lying between Moore, Galloway & Co's Mill in the part of the City of Fond du Lac running in a southerly direction through the towns of Fond du Lac and Byron in said Fond du Lac County and through the towns of Lamira, Williamstown and Hubbard to the junction of the Chicago, Milwaukee & St Paul Railway Company's railroad in Dodge County Wisconsin being a distance of about thirty miles, including side tracks, all lands depot grounds and right of way north of the Chicago, Milwaukee & St Paul Railway Company's railroad at or near Iron Ridge Station, acquired or to be acquired and all the land occupied thereby, and all stock yards, stations and depots, with all superstructures, bridges, ties, tracks and sidings thereon and all the iron rails rolling stock of every description, tools and materials of every description which are hereby declared to be fixtures and all the appurtenances thereunto belonging, now acquired, or to be acquired upon the line above described, provided that as the company extends its road further south, and places more rolling stock upon the whole road, this mortgage shall only be construed to cover the rolling stock now on the road, but the party of the first part hereby covenants and agrees to repair and replace any such rolling stock which shall be lost or used up by wear or accident and that the stock so replaced shall be subject to the terms of this mortgage.—

To have and to hold all and singular the above granted premises, property, franchises, fixtures, tools, income, profits and appurtenances and every part and parcel thereof to Ephraim Mariner in trust for the uses and purposes herein expressed and to his successor or successors in this trust and subject to the provisions hereinafter contained

Provided always and the grant and conveyance hereinabove made are upon the express conditions that if the said party of the first part shall well and truly pay or cause to be paid as the same shall fall due the interest on said bonds and the principal thereof when the same shall become due as herein provided, or shall exhibit the said bonds cancelled to the said party of the second part, his successor or successors in trust and shall well and truly pay all employees of said company and not allow more than ninety days wages to be in arrear, then these presents and the estate, title and interests of the said party of the second part, his successor or successors in the trust, shall cease, determine and become void.

It is hereby provided and the grant and conveyance hereinbefore contained are upon the express condition viz: that the said party of the first part shall not be prevented by anything in these presents contained from collecting subscriptions to the capital stock of the company or from collecting any and all monies due or to become due said party of the first part, nor from selling, conveying or disposing of any lands or other property not necessary in the judgment of the party of the second part to be retained for the roadway or depot grounds, stations, machine and repair shops or car and stock yards, nor required for the construction or convenient and proper use and operation of said railway, and all lands sold and disposed of by said party of the first part as aforesaid and not necessary to be retained as aforesaid in the judgment of the party of the second part shall upon and by such sale and disposal become and be fully exempt and free and clear from the operation, effect and lien of this mortgage; provided that the money arising from the sale of such land or other property shall be applied to the benefit or improvement of said thirty miles of road. That until failure to pay the interest on said bonds or to pay the principal at maturity as herein provided and until failure for ninety days to pay the wages of the employees of said company or any considerable portion thereof the said party of the first part shall have the sole right to the possession, use and control of the said mortgaged premises and property and of the receipts and revenues thereof, as if this instrument had not been made.

But if said party of the first part shall fail to pay or cause to be paid the interest on the said bonds or any of them, or any part thereof on any day whereon the same is made payable by the terms of said bonds and the same shall remain unpaid for the space of six months, the principal sum secured thereby shall become immediately due and payable, or if said party of the first part shall fail to pay the wages of its employees or any great

proportion thereof the period of ninety days then it shall be lawful for said party of the second part, his successor or successors at the option and upon the written request and instruction of the holders of a majority of said bonds in amount, outstanding and unredeemed to either enter upon and take possession of all and singular the property, premises and franchises hereby granted and conveyed and as attorney in fact or agent of the said party of the first part, by himself or agents appointed by him, have, use, operate and employ the same, paying all taxes, making from time to time all needful repairs, alterations and additions, collect and receive all tolls, rents or profits to be gained therefrom, and apply the same, after deducting all expenses rateably to the payment of the interest due and to grow due on all of said bonds which may be outstanding and unredeemed, and to the payment of the principal of all and each and every of said bonds, when such principal shall become due and payable, or if so directed by said majority in amount of the bondholders, the said party of the second part, his successor or successors, shall, and it shall be his duty to cause this mortgage or deed of trust to be foreclosed and the said mortgaged property and premises, or any part thereof, to be sold; and in case of such sale the said party of the second part his heirs and successors under the decree of any court having jurisdiction thereof based upon the foreclosure of this mortgage, the said trustee, his successor or successors shall have the right and it shall be lawful for him so, and is hereby made his absolute duty to buy in said property embraced in this mortgage, upon a request of a majority of the bondholders, for the equal benefit of all bondholders. And the trustee having so purchased said premises and property, the right and title thereto shall vest in said trustee and no bondholder shall have any claim to the premises except for a pro rata share in the new company or corporation to be formed under the laws of the State of Wisconsin for the use and benefit of the holders of the bonds secured hereby; and said trustee shall take such lawful measures as shall be deemed for the interest of the bondholders to organize such new company or corporation subject however to the instruction of the majority of said bondholders and the equal and equitable rights of each of the bondholders and upon the legal organization of said new company or corporation, the said trustee so purchasing and holding said property and premises shall convey the same to the said new company or corporation and shall fully account to the said new company or corporation for all his doings as Trustee herein and shall be entitled to receive a fair compensation for all his services and reimbursed all monies expended by him in the discharge of his duties as trustee.

The said party of the first part hereby covenants and agrees for the consideration aforesaid to execute and deliver any further reasonable and necessary deed and conveyances to the said trustee of the property hereinbefore described for the more fully securing the payment of the said bonds particularly for the conveyance of any rights, interest or property acquired by said party of the first part not necessary to the unity and protection of said portion of said railway last above described as these learned in the law may hereafter find necessary and just. That a majority in interest of said holders of said bonds may at any time and all times with written notice to the party of the first part, by an instrument in writing filed in the office of the Secretary of State of Wisconsin constitute and appoint any or person or persons or corporation as trustee or trustees in place of the said party of the second part and his successor or successors in which case this grant shall operate in favor of the person or persons or corporations so constituted and appointed to the same extent as this indenture operates in favor of the party of the second part herein. That the said ~~party~~ trustee may resign this trust and be discharged from all further duty and liability thereunder at any time by a notice of three months in writing, to said party of the first part, or its successor, or said trustee may so resign; and in the absence of any action on the part of the bondholders as provided in the last section, the said railway company shall appoint other trustee or trustees in whose favor this grant shall operate to the same extent as this indenture operates in favor of the trustee herein named.

The said trustee his successor or successors shall have the right to employ such agents, counsel and other employees as may be reasonably necessary in and about the execution of the trust herein named, and shall not be answerable for any default or other misconduct or neglect of such employees, unless chargable with culpable neglect in their selection, and said trustee shall not be answerable or responsible for anything short of gross negligence or wilful wrong in the discharge of the duties herein devolved upon him by the trusts created by this instrument. Said trustee shall be entitled to a reimbursement for all his expenses and disbursements reasonably incurred, and to reasonable compensation for all services by him rendered or bestowed on the execution of said Trust.

And the said party of the second part for himself and his successor in the Trust hereby created hereby covenant with and to the said party of the first part to hold the property and rights hereby conveyed to and vested in him subject to the conditions and provisions hereinbefore contained.

In Witness Whereof The Fond du Lac, Ashton & Peoria Railway company, party of the first part, hath in pursuance of a resolution of its Board of Directors thereunto, hereunto affixed its corporate seal, duly attested by the President and Assistant Secretary of the Company

and the party of the second part hereto hath hereunto set his hand and seal.

Wm P Wolf

Signed sealed and delivered in presence of

E M Brink
Isaac Landt
} as to Wm P Wolf

President of the Fond du Lac, Amboy & Peoria Railway Company

Geo. P. Knowles

Asst Secty Fond du Lac, Amboy & Peoria Railway Company.

E. Mariner

Frank M. Hoyt
Philip Kennedy
} as to G P Knowles and E. Mariner.

(Corporate Seal.)

State of Iowa
County of Cedar } ss Be it remembered that on this thirtieth day of September in the year of our Lord one thousand eight hundred and seventy eight before me a Notary Public for the State of Iowa duly commissioned and residing in said county of Cedar and duly authorized to administer oaths and take acknowledgments of deeds, came William P Wolf to me personally known and acknowledged that he executed the foregoing mortgage as President of and in behalf of the Fond du Lac Amboy & Peoria Railway Company as its act and deed freely and voluntarily.

In testimony whereof I have hereunto set my hand and affixed my official seal at Tipton in said county of Cedar the day and year above written.

(Notarial Seal.)

H. C Pratt
Notary Public Cedar Co, Iowa.

State of Wisconsin
County of Fond du Lac } ss Be it remembered that on this Fourth day of October in the year of Our Lord one thousand eight hundred and seventy eight before me a Notary Public for the State of Wisconsin duly commissioned and residing in said county of Fond du Lac and duly authorized to administer oaths and take acknowledgments of deeds, personally came George P Knowles the assistant Secretary of the Fond du Lac, Amboy & Peoria Railway company of the States of Wisconsin and Illinois, to me personally known and being by me duly sworn doth say on oath that the said (George P Knowles) William P Wolf is the President of the said company and that the said George P Knowles is the apistant Secretary of the said company, that he knows the corporate seal of said company, that the seal affixed to the foregoing instrument is such corporate seal of said company, that said seal was affixed thereto by order of the board of directors of said company, that the said William P Wolf signed his name thereto as President and said George P Knowles signed his name thereto as apistant Secretary by the like order of the board of directors and he thereupon acknowledged the execution of the foregoing deed as the free act and deed of said company the party of the first part named therein for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal at the City of Fond du Lac in said county the day and year above written.

(Notarial Seal)

Thomas R Shepard
Notary Public Fond du Lac County Wis.

State of Wisconsin
County of Milwaukee } ss Be it remembered that on this Twenty-fourth (24) day of October in the year of Our Lord one thousand eight hundred and seventy eight, before me, a Notary Public for the State of Wisconsin duly commissioned and residing in said County of Milwaukee and duly authorized to administer oaths and take acknowledgments of deeds personally came Ephraim Mariner to me personally known and known to be the person who executed the foregoing deed of trust or mortgage and acknowledged that he executed the same freely and voluntarily for the purposes therein mentioned.

In Witness whereof I have hereunto set my hand and affixed my official seal at Milwaukee in said county the day and year above written.

(Notarial Seal.)

Frank M Hoyt
Notary Public
Milwaukee County
Wisconsin.

Recorded October 28th 1878.

236. Mortgage and Bond

of the

Hudson and River Falls Railway Company.

This Indenture made this 1st day of July 1878 by and between the Hudson and River Falls Railway company, a corporation organized and existing under the laws of the State of Wisconsin, party of the first part and John Comstock as trustee party of the second part - Witnesseth: That whereas it is necessary for the first party in order to construct its railroad according to its charter to borrow money and to secure the same by a mortgage or deed of trust of its railway and franchises, and whereas the Board of Directors have by resolutions duly authorized its President and Secretary to issue the bonds of said company of the denomination of Five Hundred Dollars each, bearing date July first One Thousand Eight Hundred and Seventy Eight running for thirty years from their date and bearing interest at the rate of eight per cent per annum payable semi annually at the office or agency of said company in the City of New York on the first day of July one Thousand nine hundred and eight each of said Bonds being signed by the President and Secretary of said company and the same numbered from one to two hundred and fifty inclusive and said Bond and each of them being substantially in the form following

No. United States of America $500.00

State of Wisconsin

First Mortgage Bond.

$10,000 per Mile

The Hudson and River Falls Railway company, a corporation organized and existing under the laws of the State of Wisconsin, for value received, promises to pay to the bearer hereof on the first day of July one thousand nine hundred and eight, at the Office or agency of said company in the City of New York the sum of Five Hundred Dollars with interest thereon at the rate of eight per cent per annum payable at the said office or agency of said company in the City of New York in semi annual installments on the first day of January and on the first day of July in each year on presentation and surrender of the interest coupons hereto attached. This Bond is one of a series of Two Hundred and Fifty Bonds each for the sum of Five Hundred Dollars and numbered from one to Two Hundred and Fifty inclusive all dated the first day of July, One Thousand Eight Hundred and Seventy Eight and payment thereof is secured by a first Mortgage or deed of trust dated the first day of July One Thousand Eight Hundred and Seventy Eight made by said company to John Comstock Trustee, conveying the Railway of said company from its junction with the bridge over Lake or River St. Croix in the City of Hudson St. Croix County to the village of River Falls in Pierce County Wisconsin: a distance of twelve and one half miles more or less, with its appurtenances and franchises and things therein described. This Bond shall pass by delivery but it shall not become obligatory until it shall have been authenticated by a certificate endorsed hereon and duly signed by the said trustee.

And it is hereby agreed that in case of default of the payment of interest for six months after the maturity thereof, the principal of this Bond shall become due and payable. And it is further agreed that the holder hereof accepts the same, subject to all the conditions, benefits and restrictions contained in the mortgage or trust deed made to secure the same. In Witness whereof the said company has caused it corporate seal to be hereto affixed and the same to be attested by the signatures of its President and Secretary this first day of July A D 1878.

President

Secretary

Countersigned and certified by me to be one of the series of bonds secured by deed of trust within mentioned, issued to the amount of Ten Thousand Dollars per mile. The said trust deed is duly recorded.

Trustee.

Now therefore, this Indenture Witnesseth: that the Hudson and River Falls Railway Company party of the first part in consideration of the premises and of one dollar in hand paid by the party of the second part the receipt whereof is hereby acknowledged and to secure the payment of the principal and interest of the bonds aforesaid, issued as herein recited and provided, and every part of said principal and interest as the same shall become payable according to the terms of said bonds and of the coupons thereto annexed, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part all and singular the railway of the first party now constructed or hereafter to be constructed from the north side of Walnut Street in the City of Hudson, St Croix County Wisconsin to and including its terminus in the village of River Falls also an undivided one half of the track between the north line of Walnut Street aforesaid and to the present junction with the track of the Chicago St Paul and Minneapolis Company. The distance from said junction to the terminus in River Falls being about twelve and one half miles, more or less, and also all the lands, tenements and hereditaments acquired or which may hereafter be acquired or appropriated for the purpose of right of way for the said road from north side of Walnut Street aforesaid to River Falls, all the easements and appurtenances thereunto belonging or in any wise appertaining. Also all side tracks depot grounds and depots, bridges, culverts, fences, houses or other structures, or things belonging thereto at or between the north side of Walnut Street and the terminus of said road in River Falls and also all franchises of said first party including its corporate privileges now or hereafter possessed relating to said railway. Also all and singular the incomes, profits, tolls and revenues arising from said railway and property, also all the interest and estate of the said first party in and to all and singular of said railway between Walnut Street and River Falls and property belonging thereto both in Law and Equity present and prospective.

To Have and To Hold the above described premises, property and appurtenances unto the said party of the second part, his successors and assigns to the only

proper use, benefit and behoof of the party of the second part his successors and
assigns: In Trust, nevertheless, for the uses and purposes hereinafter declared
and expressed to wit:
Article 1st Until default shall be made in the payment of principal or inter-
est of said bonds or some of them or until default shall be made in respect to
something herein required to be kept or done by the said party of the first
part: said first party shall be suffered and permitted to possess manage and
operate and enjoy said Railway with its equipements and appurtenances and
to take and use the rents income and profits, tolls and issues thereof in the same
manner and with the same effect as if this deed had not been made.
Article 2d 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 terms of the coupons thereto
annexed or in any requirement to be done or kept by the party of the first part for the
period of three months at any one time, it shall be lawful for the party of the second
part or his successors, personally or by attorney or agent, to enter into and upon all
and singular the premises hereby conveyed or intended so to be, and each and every
part thereof and to have, hold and use the same operating by his agent or super-
intendent, manager, receiver or servants said Railway and conducting the busi-
ness thereof and making from time to time all needful repairs, replacements and
useful alterations, additions and improvements thereto as may to him or them
seem judicious and to collect and receive all incomes, rents and profits of every
kind belonging to or arising from the premises and property hereby conveyed and
after deducting the Expenses of operating the said railway and conducting
the business thereof and of all said repairs, alterations and improvements
and charges for taxes assessments or other liens and charges upon said premises or
any part thereof and a just compensation to the party of the second part for his
charges and services; to apply all the money arising from the various sources
of income aforesaid to the payment of interest on said bonds in the order in
which the same became due (or shall hereafter become due) ratably to the holders of coupons or bonds entitled
to such interest according to the provisions of this indenture and after paying
all interest which shall have become due to apply the surplus to the payment of the princip-
al of the aforesaid bonds which may be at that time due and unpaid, ratably as they
may be entitled to the same by the provisions hereof.
Article 3d In case default shall be made as aforesaid and shall continue for a per-
iod of six months it shall be lawful for the party of the second part after entry as aforesaid
or after other entry or without entry, personally or by his attorney or agent to sell or
dispose of all and singular the premises hereby conveyed or intended to be conveyed
at public auction in the city of New York, or at the City of Hudson in the State of
Wisconsin as the party of the second part may designate and at such time as he
may appoint, having first given notice of the time and place of such sale by ad-
vertisement published not less than three times a week for three months in some one
or more news papers published in the City of New York, in the City of St Paul

and in the City of Hudson; and after such sale and upon receiving full pay-
ment for the same to make and deliver to the purchasers thereof good and sufficient
deed or deeds 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 it; and after deducting from the proceeds of such sale
just allowances for all expenses of said sale, including reasonable attorney and
counsel fees, all advances or liabilities which may have been made or incurred
by the said trustee in operating or maintaining the said Railway or managing its
business while in possession, all payments which may have been made by him for tax-
es or assessments and for charges or liens prior to the lien of these presents on said
premises or any part thereof as well as compensation for his own 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;
and if after satisfaction thereof a surplus of said proceeds shall remain, to pay over the
same to the party of the first part or to such other party as shall be entitled to the same;
and it is hereby declared that the receipt or receipts of said trustee shall be a sufficient
discharge to the purchaser or purchasers of the premises for his or their purchase money,
and that he or they after payment thereof and having such receipts shall not be liable
for the application thereof or in any manner be answerable for any loss or misapplica-
tion of the same or be obliged to enquire into the necessity (authority) or expediency of such sale.
Article 4th At any sale of the aforesaid Railway & appurtenances, whether made by
virtue of the power herein granted or by judicial authority, the trustee for the time being
may bid for and purchase or cause to be bid for and purchased the property so sold or
any part thereof in behalf of all the holders of bonds interested in the proceeds of such sale
secured by this instrument and then outstanding, in proportion of the respective inter-
est of such bond holders at a reasonable price: if but a portion of the said property
shall be sold, or if all of it be sold at any price not exceeding the whole amount of out-
standing bonds interested therein with the interest accrued thereon.
Article 5th In case default shall be made in the payment in any half years inter-
est on any of the aforesaid bonds at the time and in the manner in the coupons
issued therewith provided, the said coupon having been presented and payment deman-
ded and such default shall continue for the period of six months after such demand,
then the principal of all the bonds on which such default of interest shall have
been made shall at the election of said trustee become immediately due and pay-
able, anything contained in said bonds or herein to the contrary notwithstanding; but
a majority in interest of the holders of such bonds may in writing or by vote of
a meeting duly held, 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 a majority
shall think proper or may annul or revoke the election of the trustee ~~or bond~~
~~holders~~ provided that no action of the trustee or bond holders shall extend or be taken

to effect any subsequent default. Meetings of the holders of said bonds may be called by the trustee, at which a majority in interest represented in person or by proxy, shall be a quorum and at such meetings bondholders may vote in person or by proxy and make such by-laws for their government as they may think proper and instruct the trustee in the duties relating to their interest.

Article 6th. The Hudson and River Falls Railway Company shall from time to time and at all times hereafter and as often as thereto 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 and his successor or successors in the trust hereby created, upon the trusts herein expressed of the said Railway and appurtenances herein before mentioned or intended so to be, and all other property and things whatsoever which may be hereafter acquired, for use in connection with the same or any part thereof and of all franchises now held or hereafter to be held, including the franchise to be a corporation, as by the trustee or his successors, or by his counsel learned in the law, shall be reasonably advised or required.

Article 7th. The trustee shall have full power in his discretion, and upon the written request of the party of the first part to convey by way of release or otherwise, to the persons designated by said first party the whole or any part of any lands acquired or held for the purposes of stations, depots, shops or other buildings or the uses connected therewith, or other lands which in the judgment of the trustee shall not be necessary for their use in connection with the said Railway, or which may have been held for a supply of fuel, gravel or other material, and also to convey as aforesaid any lands that may become disused by reason of the change of any station house depot, shop or other buildings connected with the said Railway, and such land occupied by the track and adjacent to such station house, depot, shop or other buildings, as the 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 as in his judgment shall have become expedient and to make and deliver the conveyances necessary to carry the same into effect, but any lands which may be acquired for permanent use in substitution for any so released shall be conveyed to the trustee upon the trusts of these presents.

Article 8th. It is hereby declared and agreed that it shall be the duty of the trustee to exercise the power of entry or sale hereby granted or both or to take appropriate legal proceedings to enforce the rights of the bond holders under these presents. Upon the requisition in writing as hereinafter specified as applicable to the several cases of default in the manner and subject to the qualifications hereinafter provided as follows:

1st. If default be as to interest or principal of any bonds provided for by these presents such requisition upon said trustee shall be by the holders of not less than one fourth in the aggregate of 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 him incurred, it shall be his duty to enforce the rights of the bond

holders under these presents by entry, sale or legal proceedings, as he being advised by counsel learned in the law shall deem most expedient for the interest of the holders of said bonds.

2d. If default be in any other provisions herein contained to be performed or kept by said company, then the requisitions 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 said bonds, by requisition in writing or by a vote of a meeting duly held to instruct the said trustee to waive such default or enforce their rights by reason thereof: provided that no act of said trustee or bond holders or both in waiving such default or otherwise, shall extend to or be taken to affect or impair the rights resulting therefrom.

Article 9th. 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 not be in any manner responsible for any act, default or misconduct of agents by him employed nor shall he be answerable except for his own wilful default or misconduct: that the said trustee shall be entitled to just compensation for all services which he may hereafter render in the discharge of the duties of his trust to be paid by said first party. That said trustee or any successor or successors may resign and discharge himself or themselves of the trust hereby created by these presents by notice in writing to the first part; and his successor or successors when duly appointed, shall succeed to all the rights and duties of trustee with or without special conveyances being executed to him or them: said trustee may be removed by a vote of a majority in interest in said bonds, such vote being had at a meeting of the said bondholders, duly held, which shall be attested by the signatures of those voting. In case any trustee shall die, resign or be removed as herein provided, or by a court of competent jurisdiction or shall become incapable or unfit to act in said trust, a successor to such trustee shall be appointed by the holders for the time being of a majority in interest of said bonds then outstanding, and the trustee so appointed shall thereupon become vested with all the powers, authority and estate 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 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. and in case it shall at any time prove impracticable after reasonable

exertions to appoint in the manner hereinbefore provided, a successor in the vacancy which may have happened in said trust, application may be made in behalf of all the holders of said bonds owned hereby or by the holders of said bonds in the amount not less in the aggregate than Thirty Thousand Dollars to any Circuit Court of the United States in the State of New York or the State of Wisconsin for the appointment of a new trustee.

Article 10th The said party of the first part hereby agrees to pay the holders of said bonds the just amount expressed on the face of said coupons attached to all said bonds.

Article 11th It is expressly agreed between the parties hereto that the holders of all the bonds herein provided to be issued shall in all respects participate equally in all the incomes, profits, moneys, property and franchises of said road herein conveyed.

Article 12. If the said 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 to be kept and performed by the said first party according to the true intent and meaning of these presents, then and in that case the estate right, title and interest of said party of the second part and of his successor or successors in the trust hereby created, shall cease determine and become void otherwise the same shall be in full force and virtue.

In Witness Whereof the party of the first part hath caused its corporate seal to be hereunto affixed and the same to be attested by the signatures of its President and Secretary and the party of the second part to certify his acceptance of the trust hereby created, hath hereunto set his hand and seal the day and year first above written.

(Corporate Seal)

Horace Thompson President
Cyrus L. Hall Secretary
John Comstock Trustee.

Signed Sealed and delivered in presence of
A B Stickney
N W Clapp.

State of Wisconsin }
St Croix County } ss Be it remembered that on this 5th day of October 1878 before me a Notary Public in and for said county, duly authorized by the laws of said State to take acknowledgments of deeds and other instruments in writing personally came the above named Horace Thompson President and Cyrus L. Hall Secretary of the Hudson and River Falls Railway Company to me well known, and severally acknowledged the signing and sealing of the foregoing instrument to be the free act and deed of the said company

(Notarial Seal)

Newell W. Clapp
Notary Public
St Croix Co.
Wis.

State of Wisconsin }
St Croix County } ss Be it remembered that on this 5th day of October before me a Notary Public in and for said County duly authorized by the laws of said State to take acknowledgments of deeds and other instruments in writing personally came the above named John Comstock the trustee named in and who signed the foregoing mortgage or deed of trust and acknowledged the execution thereof to be his free act and deed.

(Notarial Seal)

Newell W. Clapp
Notary Public
St Croix Co. Wis.

Recorded Nov. 8th 1878.

Chicago and North Western Railway Company.

Certified Copy of Resolution for Extension of the Kenosha Division.

"Be it resolved by the Board of Directors of the Chicago and North Western Railway Company - That the "Kenosha Division" of said railway be extended from its present terminus at West Main Street in the City of Kenosha State of Wisconsin to a point on the South Side of the Harbor in said City where Lake Street intersects the dock limits - That said proposed extension be constructed upon the following route viz: From West Main Street aforesaid Easterly along and upon the North half of Pearl Street to a point near the South West Corner of Lot No. Three (3) in Block Sixteen (16) in the fourth Ward of said City of Kenosha - Thence Easterly across Blocks Sixteen (16) and Fourteen (14) in said Fourth Ward of said City of Kenosha to Main Street in said City. Thence Easterly to the point on said Harbor in said City of Kenosha herein above designated. All of the lands over which said proposed line of railway will pass being within the county of Kenosha in the State of Wisconsin, and the length of said proposed extension being about one half mile."

We the undersigned President and Secretary of the Chicago & North Western Railway Company do hereby certify that at a meeting of the Board of Directors of said company held in the City of New York State of New York on the fifth day of December A D 1878 a resolution was duly adopted by said Board of which resolution the above and foregoing is a true and correct copy as the same appears duly entered in the record of the proceedings of said Board.

In Witness whereof we have hereunto signed our names and have affixed the corporate seal of said company this fifth day of December A D 1878.

Albert Keep
President

Corporate Seal.

Attest
M. L. Sykes
Secretary.

Filed and recorded December 26th 1878.

Chicago, Milwaukee & St. Paul Railway Company.

Certified Copy of Resolution for Extension of the Line in the City of La Crosse.

At a meeting of the board of directors of the Chicago, Milwaukee & St Paul Railway Company held on the 20th of March 1879, the following resolution was adopted.

Resolved that this company proposes to extend its railway from a point on the present line of road in the City of La Crosse at or near the La Crosse river, in a southerly direction along the east bank of the Mississippi river to the Southern boundary of said city of La Crosse under and in pursuance of the provisions of Section 1831 of the Revised Statutes of Wisconsin.

We, the president and Secretary of the above named company, certify that the foregoing is a true, correct and examined copy from the minutes of the board of directors of said company.

Witness our hands and the corporate seal at Milwaukee this 24th day of March 1879.

Corporate Seal.

Alex Mitchell
Pt.

Attest R D Jennings
Secretary.

Filed & recorded March 26th 1879.

The Menomonie Railway Company.
Articles of Association

Know all men by these presents that we, the undersigned, have associated, and by these presents do hereby associate ourselves together with a view to obtaining from the State of Wisconsin a patent of incorporation under and by virtue of the provisions of section one thousand eight hundred and twenty (1820) of the Revised Statutes of said State for the year A D 1878, the said proposed corporation being for the purpose of constructing, maintaining and operating for public use in the conveyance of persons or property the railroad hereinafter particularly described, and in virtue of the premises and for the purposes aforesaid, we do hereby adopt, declare agree to and publish the following Articles of Association:

First The name of the corporation proposed to be formed shall be The Menomonie Railway Company.

Second. That said railway is to be constructed from some point on the South West quarter of Section twenty six (26) in Township twenty-eight (28) North of range thirteen (13) West in the town of Menomonie, County of Dunn, in said State to a point of junction with the Chicago, St Paul & Minneapolis Railway within said County at or near the present depot at what is commonly known as "Menomonie Station on said last named Railway.

Third. The said railway will be four miles in length and will be wholly within said county of Dunn.

Fourth The Capital Stock of said corporation shall be one Hundred Thousand Dollars and the same shall consist of one thousand Shares of a par value of one hundred dollars each, and all of said Stock shall be common Stock.

Fifth The Board of Directors of said Company shall consist of five members, and the following named shall be the directors who shall manage the affairs of said corporation for the first year to wit:

William Wilson. J. J Carter, W. C Pease. F J McLean and S. D. McKahan, all residents of Menomonie, Dunn County, Wis.

In Witness Whereof we have hereunto subscribed our names and the residence of each of us and opposite to our said names the number of shares of stock in such corporation which we respectively agree to take:

William Wilson	Menomonie	Five Shares
John J Carter	Menomonie	One "
W C Pease	Menomonie	One "

Frank J McLean	Menomonie Wis	One (1) Share
S D McKahan	Menomonie Wis	One Share.

State of Wisconsin } ss
County of Dunn }

Wm Wilson, John J Carter and Frank J McLean being by me each first duly sworn each for himself doth say that he is one of the Directors named in the foregoing Articles of Association; that the signatures to said articles are genuine and that it is intended in good faith to construct maintain and operate the railroad therein mentioned.

William Wilson.
John J. Carter.
Frank J McLean.

Subscribed and sworn to before me this 7th day of April 1879

Thos S Miller
Notary Public
Dunn Co. Wis.

Filed and recorded April 8th 1879.

North Wisconsin Railway Company.

Resolved That the North Wisconsin Railway Company hereby accepts chapter 22 of the Laws of Wisconsin for the year A D 1879 entitled "an act to facilitate the execution of the trusts assumed by the State of Wisconsin by her acceptance of the grants of land made by acts of Congress approved respectively June 3d 1856 and May 5th 1864 to aid in the construction of certain railroads in said State" approved February 19th 1879 as amended by chapter 219 of the laws of said State for the same year approved March 4th 1879, and all the provisions of said chapter 22, and the said company hereby agrees with the State of Wisconsin that it, the said Company, will perform all the things in said chapter mentioned as by it to be performed.

I, William H. Phipps, Secretary of the North Wisconsin Railway Company do hereby certify that the above and foregoing is an original Resolution which was duly adopted by the Board of Directors of the North Wisconsin Railway Company at a meeting of said Board duly called and held at the Company's Office in North Hudson, Saint Croix County, Wisconsin, on the 12th day of April A D 1879, all the Directors of said company save two being present and voting for said resolution.

And I further hereby certify that the said Directors were duly authorized to draft said resolution by a vote of the Stockholders of said Company duly taken in that behalf.

In Witness Whereof I have hereunto set my hand and affixed the corporate Seal of the North Wisconsin Railway Company this 14th day of April A D 1879

(Corporate Seal.)

Wm H Phipps
Secretary

Filed and recorded April 17th 1879.

North Wisconsin Railway Company.

At a meeting of the Board of Directors of the North Wisconsin Railway Company duly called and held at the company's office in North Hudson, St Croix County Wisconsin, on the 12th day of April A D 1879, at which meeting all but two of said Directors were present, the following Resolution was unanimously adopted, the said Board being thereunto expressly authorized by the Stockholders of said company, to wit:

Resolved That the North Wisconsin Railway Company hereby accepts Chapter 22 of the Laws of Wisconsin for the year A D 1879 entitled "An Act to facilitate the executions of the trusts assumed by the State of Wisconsin by her acceptance of the grants of land made by acts of Congress approved respectively June 3d 1856 and May 5th 1864 to aid in the construction of certain railroads in said State" approved February 19th 1879, as amended by chapter 219 of the Laws of said State for the same year approved March 4th 1879, and all the provisions of said Chapter 22, and the said company hereby agrees with the State of Wisconsin that it, the said company will perform all the things in said chapter mentioned as by it to be performed.

I, William H. Phipps, Secretary of the North Wisconsin Railway Company do hereby certify that I have compared the above and foregoing with the records of the said company, in my custody as such Secretary, and that the same is a true and correct transcript therefrom; that I have carefully compared the above resolution with the original thereof in my custody, and that the above is a true copy of said original resolution and of the whole thereof, and that the same was duly adopted by said Board of Directors as in the caption hereof set forth.

In Witness Whereof I have hereunto set my hand and affixed the Corporate Seal of said North Wisconsin Railway Company this 14th day of April A D 1879.

(Corporate Seal.)

Wm H. Phipps
Secretary.

Filed and recorded April 17th 1879.

Eau Claire Railway Company.

Articles of Organization of the "Eau Claire Railway Company" made and signed this 2nd day of May 1879 as follows

Article 1st We the undersigned O N Ingram, G E Porter, W A Rust, G A Buffington, C A Bullen, N P Graham, S W McCaslin L E Latimer, W L Kepler, J F Moore, Augustus Knufson and Donald Kennedy all residents of the city of Eau Claire in the County of Eau Claire and State of Wisconsin, do by these presents, pursuant to the provisions of chapter 87 of the Revised Statutes of the State of Wisconsin for the year 1878, entitled of "Railroads" associate ourselves together for the purpose of forming a railroad corporation in conformity with the provisions of said chapter 87 for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property and upon the lines and routes hereinafter set forth.

Article 2nd The name of said corporation shall be the "Eau Claire Railway Company"

Article 3rd The amount of the Capital Stock of said corporation shall be Fifty thousand (50,000) dollars, which shall be known as common stock and shall consist of and be divided into Five hundred (500) Shares of one hundred (100) dollars each.

Article 4th The length of said railroad and of all the different lines hereinafter mentioned, intended to be constructed, and maintained and operated by said corporation will be about Nine (9) miles, and said railroad and the several lines thereof as hereinafter specified are intended to be made and constructed wholly within the County City of Eau Claire and State of Wisconsin, and to be operated within said County.

Article 5th Said railroad is to be constructed, maintained and operated from to and between the following places or points within the City of Eau Claire in said county of Eau Claire, viz: Commencing at such point as shall seem most feasible, on the present line of the Chicago, St Paul and Minneapolis Railway at or near the West Eau Claire Depot and between said Depot and the West bank of the Chippewa River in said City, and running from thence in a Southerly direction on such line as shall hereafter be selected by said corporation as the most feasible route until it reaches such point as may hereafter be determined upon at or near the South West corner of the City limits of said city of Eau Claire. Also another line commencing at a point at or near Block Number fourteen (14) of Whipple and Pettingers

Addition to Eau Claire City now in and a part of said City of Eau Claire, which point shall hereafter be determined upon by the Board of Directors of said corporation; and running from thence north on the most feasible route to the line of said Chicago St Paul and Minneapolis Railway as now established at or near the West End of the Chippewa River Railway Bridge now owned by the Chicago St Paul and Minneapolis Railway Company, thence north on the most feasible route on the west side of the Chippewa River to a point on the north line of the City limits of said City of Eau Claire, at which the said Chippewa River crosses the north line of said city limits; also a certain other line described by commencing at such point as may hereafter be determined upon as the most feasible, on the line of said Chicago St Paul and Minneapolis Railway at or near the East End of said Chippewa River Railway Bridge on the East Side of said Chippewa River in said city of Eau Claire and running from thence north on the East Side of said Chippewa River on the most feasible route to the saw mill known as Ingram Kennedy and Company's Eddy Mill situated on the East bank of said Chippewa River, together with all such Side tracks, turnouts and switches along or near the routes and lines aforesaid as may from time to time be determined upon by said corporation or the Board of Directors thereof to be necessary or convenient and proper in running, maintaining and operating a railway upon and along the several lines and routes aforesaid.

Article 6th The following are the names and residences of the directors of said corporation who shall manage its affairs for the first year and until others are chosen in their places to wit: O N. Ingram, G E. Porter, W A Rust, G A. Buffington, C A Bullen, N P. Graham, S W McCaslin, L E. Latimer, W L Kepler, J F Moore, Augustus Knufson and Donald Kennedy, all of whom reside at the City of Eau Claire in the County of Eau Claire and State of Wisconsin.

In testimony whereof we have hereunto subscribed our names and our respective places of residence and the number of shares of stock that we and each of us respectively agree to take in said corporation at the City of Eau Claire aforesaid this 2nd day of May 1879 as following:

Names	Number of Shares	amount	Place of Residence
O. N Ingram	Shares Twenty five	2,500-	Eau Claire Wis.
G E Porter	one	100-	Eau claire W
Geo A Buffington	one	100	Eau claire
Wm L Kepler	one	100	Eau claire
C. A. Bullen	Five	500	Eau claire Wis

Donald Kennedy	Twenty five	2500-	Eau Claire Wis
S W McCaslin	one	100-	Eau claire .
N. P Graham	one	100-	Eau Claire
Levi E Latimer	one	100-	Eau claire Wis
J F Moore	one	100-	Eau claire Wis.
Aug. Kenyon	one	100	Eau Claire
Wm A Rust	one	100	Eau Claire.

State of Wisconsin } ss
County of Eau claire }

G E Porter, S W McCaslin and L. E Latimer being first duly sworn on oath say and each for himself on oath says that he is one of the Directors named in and who subscribed his name to the foregoing articles of organization of the "Eau Claire Railway Company" that he is well acquainted with the said O. H. Ingram, G. E Porter, W A Rust, G A Buffington, C A Butler, N. P. Graham, S W McCaslin, L E Latimer, W L Kepler, J F Moore, Augustus Kenyon and Donald Kennedy subscribers to said articles of organization, and that the names of said persons respectively subscribed to said articles of organization were subscribed thereto by the identical persons named, and that such signatures are genuine, and that it is intended in good faith to construct, maintain and operate the railroad mentioned in said articles of organization.

G E Porter
S W McCaslin
L E Latimer

Subscribed and sworn to before me this 21st ~~6th~~ day of ~~May~~ June 1879.

M. Griffin
Notary Public
Eau Claire Co. Wis.

Recorded ~~May~~ June 23d ~~8th~~ 1879.

Milwaukee Lake Shore & Western Railway Company.

Copy of Resolutions

At a meeting of the Board of Directors of the Milwaukee Lake Shore and Western Railway Company duly held in the City of New York and State of New York on the twenty eighth day of April A D 1879 the following preamble and resolutions were adopted to wit:

Whereas this company (being the Milwaukee Lake Shore and Western Railway Company) organized and existing under the laws of the State of Wisconsin, owns and operates a line of Railroad within said State of Wisconsin, and desires and proposes to build a branch road from and to the places and upon the route hereinafter designated, under and by virtue of the authority given by section eighteen hundred and thirty one (1831) of the Revised Statutes of said State of Wisconsin,

Resolved That this company build, maintain and operate a branch Road from a point on its present line of Road at or near the village of Neenah in the county of Outagamie, and extending from thence southerly through said county of Outagamie, and through the county of Winnebago to and into the city of Oshkosh in said last named county and all in said State of Wisconsin, a distance of about twenty two miles and that the route of said proposed branch road be, and the same is hereby designated as above described.

State of Wisconsin } ss
County of Milwaukee }

We Frederic W Rhinelander as President and Alfred L Cary as Secretary of the Milwaukee, Lake Shore and Western Railway Company do hereby certify, that we have compared the foregoing copy of preamble and resolutions with the original thereof as entered in the record of the proceedings of a meeting of the Board of Directors of said Railway Company held in the city of New York and State of New York on the twenty eighth day of April A D 1879, and that it is a true copy thereof. and we further certify that said preamble and resolutions were adopted by said Board of Directors at its said meeting and that the same have been duly entered in the record of the proceedings of said Board of Directors.

(Corporate Seal.)

In Witness Whereof, we have hereunto set our hands and affixed the corporate seal of said Milwaukee, Lake Shore and Western Railway company at the city of Milwaukee in the State of Wisconsin this twelfth day of May A D 1879.

Frederic W. Rhinelander
President
Alfred L. Cary
Secretary.

Recorded May 12th 1879.

Articles of Organization of The Freeport and Dodgeville Railroad Company.

These articles of Organization duly made and executed this 10th day of May A D 1879.

Witnesseth:

First: That we the undersigned citizens of the State of Wisconsin and residents of the county of Iowa in said State in order to form a corporation under the provisions of Chapter Eighty-seven of the Revised Statutes of said State for the purpose of constructing, maintaining and operating the railroad hereinafter mentioned for public use in the conveyance of persons or property, hereby unite in making and executing these articles of organization:

Second. The name of said corporation shall be

"The Freeport & Dodgeville Railroad Company".

Third. Said Railroad is to be constructed, maintained and operated from the city of Freeport in the State of Illinois northward to a point upon the South boundary line of the State of Wisconsin near the Pecatonica river in the town of Cadiz in the County of Green in said State; and northward from said point to the village of Dodgeville in the County of Iowa in said State of Wisconsin.

Fourth. The lengths of said Railroad so to be constructed, maintained and operated is as follows viz: from Freeport northward to the South boundary line of the State of Wisconsin, twenty miles; and from the south boundary line aforesaid to the village of Dodgeville fifty miles; making the entire length of said Railroad so to be constructed, seventy miles. Said Railroad is intended to be made and constructed through or into the counties of Green La Fayette and Iowa in the State of Wisconsin.

Fifth. The amount of the capital Stock of said corporation is hereby fixed at fifty thousand dollars, divided into five hundred shares of one hundred dollars each.

Sixth. The names and residences of the directors of said corporation who shall manage its affairs for the first year and until others are chosen in their places are as follows viz: Samuel W. Reese, Joseph Bennett, James Roberts, G. W. Burrall, and Joel Whitman each and all of whom are residents of the village of Dodgeville in said county of Iowa and State of Wisconsin.

In Witness Whereof we the undersigned have each hereunto subscribed our respective names and places of residence and the number of shares of stock which we hereby severally agree to take in said corporation this day and year first above written.

Names	Residences	No of Shares
Saml W Reese	Dodgeville Wis	One Share
Joseph Bennett	Dodgeville Wis	One Share
James Roberts	Dodgeville Wis	One Share
G. W Burrall	Dodgeville Wis	One Share
Joel Widman	Dodgeville Wis	One Share

State of Wisconsin. County of Iowa, ss. Samuel W Reese Joseph Bennett and James Roberts being severally duly sworn each for himself on oath says that he is one of the directors named in the above and foregoing articles of organization, that the signatures appended to said articles of organization are genuine, and that it is intended in good faith to construct maintain and operate the Railroad therein mentioned.

Saml W Reese
Joseph Bennett
James Roberts

Subscribed and sworn to before me this 10th day of May A D 1879.

(Notarial Seal.)

M J Briggs
Notary Public for Wisconsin
residing in Iowa County.

Recorded May 14th 1879.

Articles of Incorporation
Galena and Wisconsin Railroad Company.

Whereas, in a certain suit in equity, pending in the Circuit

United States of America

State of Wisconsin, Department of State } ss.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, FRED R. ZIMMERMAN, Secretary of State of the State of Wisconsin, and Keeper of the Great Seal thereof, do hereby certify that on the 26th day of May, A. D. 1880, there was recorded in my office in Vol. 4 of Railroad Mortgages, on pages 389-414 inclusive, an instrument entitled "Articles of Consolidation" made on May 25, A. D. 1880, by and between the "Chicago, Saint Paul and Minneapolis Railway Company", a Wisconsin corporation, and "The North Wisconsin Railway Company", a Wisconsin corporation, which articles provided that the instrument was made under the provisions of Section 1833 of Chapter 87 of the Revised Statutes of Wisconsin.

I further certify that said articles specified that the parties thereto did mutually agree to consolidate under the name of "Chicago, Saint Paul, Minneapolis and Omaha Railway Company".

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Madison, this 27th day of May, A. D. 1940.

to be maintained and operated are as follows. [illegible] line between the State of Illinois and Wisconsin, within the limits of Lafayette county, Wisconsin, where the Galena and Southern Wisconsin Railroad crosses the State line aforesaid, Northwardly to a point on the Wisconsin River at or near Muscoda. Whit a branch from Philips Corner, a Station on the main line, to the village of Plattville in the

County of Grant, the whole distance about Sixty miles more or less,

United States of America

State of Wisconsin, Department of State } ss.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, FRED R. ZIMMERMAN, Secretary of State of the State of Wisconsin, and Keeper of the Great Seal thereof, do hereby certify:

Articles of Incorporation of North Wisconsin Railway Company were filed in my office on November 17, 1871; whereupon said company became a body corporate, organized and existing by and under the laws of the State of Wisconsin.

Articles of Incorporation of Chicago, St. Paul and Minneapolis Railway Company were filed in my office on April 30, 1878; whereupon said company became a body corporate, organized and existing by and under the laws of the State of Wisconsin.

On May 25, 1880, articles of consolidation of the aforesaid North Wisconsin Railway Company and Chicago, St. Paul and Minneapolis Railway Company were filed in my office forming a corporation of the name Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

I further certify that it appears from the records of my office that said Chicago, St. Paul, Minneapolis and Omaha Railway Company has remained a body corporate, organized and existing under the laws of the State of Wisconsin.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wisconsin, at the Capitol, in the City of Madison, this 22nd day of March, A. D. 1945.

Fred R. Zimmerman
Secretary of State.

Daniel S. Harris,
Darius Hunkins and
John Lorrain, this 9th day of May, A. D. 1879. In witness whereof I have hereunto set my hand and affixed my official Seal at my office in the city of Galena, Illinois, the day and year last aforesaid.

Notarial Seal

W. Ford Notary Public

V

Articles of Incorporation.

Galena and Wisconsin Railroad Company.

Whereas, in a certain suit in equity, pending in the Circuit Court of Jo Daviess County, Illinois, wherein Sarah C. Harris, et al. were complainants, and the "Galena and Southern Wisconsin Railroad Company, et. al. were defendants, such proceedings were heretofore had, that upon the bill of complainants exhibited in the said suit against the said railroad company, et. al. all the railroad, together with its rolling stock and equipments, with the appurtenances thereunto ~~&~~ belonging, and the rights, privileges and franchises of the said Galena and Southern Wisconsin Railroad Company, (which said railroad is situated partly in the State of Illinois, and partly in the State of Wisconsin,) were sold and conveyed under the decree of said Court, unto James M. Ryan, John H. Hellman and William Dickson, purchasing Committee, in trust for the holders of certain of the first Mortgage bonds on said road, under the trusts expressed in a certain agreement dated the 25th day of October, A.D., 1878, and a supplemental agreement dated April 30th 1879, copies of which agreements are hereto attached and made a part hereof; and whereas the undersigned being the said purchasers of the said railroad and property, for the purpose of carrying out the true intent and meaning of the said agreements, desire to form a corporation under the provisions of an act of the General Assembly of the State of Wisconsin entitled "Corporations", providing for the organization, and defining the powers of railroad corporations, commencing on page 530 and section 1820 of the Revised Statutes of Wisconsin of 1878, for the purpose of owning, maintaining and operating that portion of said railroad lying, being and situate in the State of Wisconsin

Now therefore, in compliance with, and in conformity, to the laws of the State of Wisconsin aforesaid, the undersigned do make and execute these articles of organization for the purpose aforesaid, of owning, maintaining and operating the portion of the Galena and Southern Wisconsin Railroad laying in the State of Wisconsin for public use, in the conveyance of persons and property:

First — The name of the corporation formed under these articles shall be the "Galena and Wisconsin Railroad Company".

Second — The places to and from which said railroad is to be maintained and operated are as follows: From a point on the State line between the States of Illinois and Wisconsin, within the limits of Lafayette county, Wisconsin, where the Galena and Southern Wisconsin Railroad crosses the State line aforesaid, Northwardly to a point on the Wisconsin River at or near Muscoda. With a branch from Phillips Corner, a Station on the main line, to the village of Platteville in the County of Grant, the whole distance about fifty miles more or less, said road passes into the counties of Lafayette, Grant and Iowa in the State of Wisconsin.

Third — The capital stock of said railroad corporation to be one hundred and fifty thousand dollars, to be divided into fifteen hundred shares of one hundred dollars each.

The names of the directors of the corporation chosen to manage its affairs for the first year, or until others are chosen in their places, are as follows: Daniel S. Harris, Otis S. Horton, Darius Hunkins, John Lorrain and Thomas M. Roberts.

The persons forming this corporation hereto subscribe their names, places of residence, and number of shares of stock in the corporation agreed to be taken by each, this 8th day of May, A.D. 1879.

Thomas M. Roberts	Residence	Galena	Illinois	ten Shares
Otis S. Horton	Residence	Galena	Ills	Five Shares
James M. Ryan,	Residence	Galena	Ill	Fifty Shares
H. D. Howard	Residence	Galena	Ill	Five Shares
John Lorrain	Residence	Galena	Ill	fifty shares
J. A. Berrichter	Residence	Galena	Illinois	fifty Shares
William Dickson	Residence	Galena	Ill	Thirty five shares
Daniel S. Harris	Resedence	Galena	Ills	One hundred Shares
D. Hunkins	Residence	Galena	Illin	Fifty Shares

State of Illinois, }
Jo Daviess County. } ss.

Daniel S. Harris, Darius Hunkins, and John Lorrain, three of the directors named in the foregoing articles of incorporation, being first duly sworn, according to law, depose and say, that the signatures to said articles of incorporation are genuine; and that it is intended, in good faith, to own, maintain, and operate the railroad therein mentioned. Sworn to and subscribed before me a Notary Public within & for the County of Jo Daviess, Illinois, by Daniel S. Harris, Darius Hunkins and John Lorrain, this 9th day of May, A.D. 1879. In witness whereof I have hereunto set my hand and affixed my official Seal at my office in the city of Galena, Illinois, the day and year last aforesaid.

Daniel S. Harris
D. Hunkins
John Lorrain

W. Ford Notary Public

Notorial Seal

The undersigned having surrendered their first mortgage bonds of the Galena and Southern Wisconsin Railroad Company and contributed towards the expense of foreclosure or sale do hereby authorize James M. Ryan John Hellman and William Dickson to bid for us at any sale of said Rail Road or any portion of it such sum as said committee may deem advisable and if a purchase is made we agree each with the other that the interest of each in the property purchased shall be in proportion to the number of bonds held by each & no more & so that each shall be a credit on their respective bonds

In witness whereof we have hereunto set our names with the number of bonds held by us opposite thereto this 25th day of October A. D. 1878

	No of bonds
John Lonnain	14
F. Sthal & Estate of N. Stahl	1
J. A. Bunnichster	12
J. H. Hellman	15
W. F. Crummer	1
John Nagle	2
Frank Kempster	4
J. J. Gnay	1
William Dickson	7
Stewart Crawford	1
Thos M. Roberts	3
Sarah C. Harris by D. S. H.	52
James M. Ryan	32
P. A. Rakow Estate J. M. R. executor	3
H. D. Howard	2
J. Brendel & son	1
T. B. Lakly	2
C. R. Perkins	1
Samuel Roberts	4
Mrs S. W. Fuller by C. R. Perkins	2
R. S. Morris	2
J. B. Merrick	1
Thos Hanney	2
John Hanney	1
S. O. Stillman G. M.	5
Sheener Ammbruster & Co.	1
D. A. Taylor	2
O. S. Horton	1
Jas. M. Spratt & Co.	1
C. P. Bonner	1

R. H. McClellan	5
Augustus Estey	7
Augustus Estey	15
Mat Meller	2
Wm Bell	1
William Hony	1
P. A. Barrows Estate	1
John Fiddick	2
Newhall & Comstock	1
G. W. & W. S. Bennett	1
Geo. Sander	1
Geo. R. Melvil	2
A. C. Melvil by G. R. M.	1
D. Crunkins	40
James Roberts	2
O. F. Felt	8
O. E. Felt adm by O. F. Felt	10
W. H. Blewitt but does not agree to surrender the bonds	6
Mahony & Rockford	12
Dennis Rockford but does not agree to surrender the bonds	2
Elias Mathews	2
M. H. Johnson	2
Cleaner Adams & C.	3
Jno J. Hageman by Jno Crenan atty	5
J. C. Caldenwood	1
Wm Bell & Co	5
W. W. Gillett by M. H. Johnson	1
Wm Pittam per W. R. Rowley	1
G. H. Ingersoll for Cleveland Iron Co by M Johnson	12
Mrs Jno R. Gray by H. Weigley	10
R. Barrett but does not agree to surrender the bonds	4
Henry Green	1

Whereas by an agreement dated October 25th 1878 John Lonnain, F. Stahl, John A. Bunnichster, J. H. Hellman, W. F. Crummer, John Nagle, Frank Kempster J. J. Gnay William Dickson, Stewart Crawford, Samuel Roberts, J. C. Caldenwood, Thomas M. Roberts, Sarah C. Harris, James M. Ryan P. A. Rackows executor H. D. Howard, J. Brendal & Son T. B. Lukley C. R. Perkins Mrs Geo W. Fuller R. S. Morris, J. B. Merrick, Thos Hanney, John Hanney S. O. Stillman Sheener Ammbruster & Co, D. A. Taylor, O. S. Horton James M. Spratt & Co. C. P. Bonner R. H. McClelland Augustus Estey, Mather Meller, Wm Bell, Wm Hony, P. A. Barrows Estate, John Fiddick R. Green Newhall & Comstock, G. W. & W. S. Bennett Geo. Sander Geo. R. Melville,

A. C. Melville, D. Hunkins, James Roberts, B. F. Felt, L. S. Felts Estate, Wm H. Blewitt Mahony and Rockford, Dennis Rockford Chas Matthews Estate, M. Y. Johnson Crearer Adams and Co John J. Hagerman, Wm Bell and Co. W. W. Gillett Wm Pittam, Cleveland Iron Co John R. Grays Estate and Richard Barnett, holders of first mortgage bonds of the Galena and Southern Wisconsin Rail Road Company to the amount set opposite their names respectively in said agreement in the aggregate It was provided that James M. Ryan John Hellman and William Dickson should be a purchasing committee to purchase said road and its franchises and that in case it was purchased by said committee it should be in trust for the signers of said contract they and each of them to be interested in said purchase to the extent of the bonds held by them respectively and to that extent should be a credit on their respective bonds.

And whereas since the date of said agreements the Mortgage to the Farmers Loan and Trust Company upon said rail road its property and franchises has been foreclosed at the suit of the bond holders and upon the answer of said Farmers Loan and trust company, trustee, and the interest of each and all of the bondholders ascertained and determined and the property advertised to be sold on the 3d day of May A. D. 1879 the undersigned make this farther and supplemental agreement each for himself or her self and not one for the other or either of the others but with eachother and with the purchasing committee hereinbefore mentioned as follows That upon a sale of the mortgaged premisses under the said decree the said committee are authorized and empowered in their name or in the name of either of them, as trustee under this agreement to purchase the said Galena and Southern Wisconsin Rail Road the main line extending from Galena in Jo Davies County Illinois to the Wisconsin river in the State of Wisconsin with a branch from Phillips corner a station on said Main line to Plattville together with its franchises appurtenances and equipments at such price as they may consider judicious, not, however exceeding the aggregate amount of principal and interest at the time being due and unpaid as found by the decree and the costs and expenses of foreclosure

That each subscribing bondholder shall become interested in the purchase if made under this agreement to the amount found due him or her in the decree: and that ~~the~~ said subscribers shall not become liable for or interested in any such purchase in any many or to any extent beyond the distributive share of the proceeds of such sale, to

which he or she may be entitled as holder of bonds by him or her hereto subscribed and as found by the decree.

That if said Committee should purchase said mortgaged premises under this agreement the same may be conveyed to them and they may take possession thereof and that said committee shall thereupon and without any unnecessary delay proceed to organize a new corporation in the State of Illinois and also in the State of Wisconsin and convey to the respective organizations the portions of the mortgaged property in each state or to a consolidated company as they may be advised by counsel. After forming the separate organizations as aforesaid they shall take imidiate steps under the laws of Illinois and Wisconsin to consolidate said separate organizations and convey said mortgaged premises to said consolidated company if so advised by counsel. The principal office or place of business of said consolidated company to be at Galena

That the name of said separate organizations and of said consolidated company shall be the Galena and Wisconsin Rail Road Company and that the capital stock of the cosolidated company shall be Three Hundred Thousand Dollars, to be divided into three thousand shares of one hundred dollars each

That the number of Directors in each of said organizations shall be five that F. Stahl J. W. Burrichter H. D. Howard William Dickson and John A. Hellman shall be the first board of directors in the Illinois organization and D. Harris John Lorrain T. M. Roberts O. S. Horton and D. Hunkins shall be the first board in the Wisconsin organization

That imidiately upon the purchase of the mortgaged premisses by the purchasing committee they shall open books for stock subscription in which the subscribers may subscribe for the number of shares of stock to which they shall be severally entitled under this supplemental agreement

That the stock shall be apportioned to the subscribing bonholders according to the amount of their claims respectively as found by the Decree at the rate of one share of stock for two Hundred dollars of indebtedness

That in the matter of organization and cosolidation of companies under the respective laws of Illinois and Wisconsin the purchasing committee may employ counsel to be paid by the new company

In testimony whereof this supplemental agree

ments is submitted to a meeting of the bondholders for ratification or rejection this 30th day of April A.D. 1879 and signed by the purchasing committee

James M. Ryan
J. H. Hellman
William Dickson
Purchasing committee

At a meeting of the first mortgage bond holders of the Galena and Southern Wisconsin Rail Road company held on the 30th day of April A.D. 1879 at the office of the Gas Light company of Galena, in the city of Galena Friderick Stahl was elected President and John Lorrain Secretary among other proceedings the foregoing supplemental agreement was presented to the meeting for acceptance or rejection each bondholder casting as many votes as he owned bonds with the following result

Names of Bond holders	No of votes	for acceptance
J. M. Ryan	32	32
Sarah C. Harris by D. S. Harris	52	52
T. B. Leckley	2	2
Danins Hunkins	33	33
Elisabeth Ormstead by J. Lorrain	3	3
J. A. Burrichter	12	12
F. Stahl	1	1
Wm Bell & Co. by T. B. Leckley	5	5
Samuel Roberts	4	4
Wm F. Crummer	1	1
T. M. Roberts	3	3
James Roberts by T. M. Roberts	2	2
J. R. Gray Estate by John Gray	10	10
Mahony and Rockford by D. Rockford	12	12
A. C. Melville	1	1
Geo. Melville by A. C. Melville	2	2
Wm Dickson	7	7
F. A. Rakow est. by J. M Ryan	3	3
H. D. Howard	2	2
C. Bennett & Brother by T. Newhall	1	1
Newhall and Comstock by T. Newhall	1	1
A. Estey	22	22
John H. Hellman by J. Hellman Jr	15	15
Barrows Taylor & Co by D. Taylor	8	8

Names of Bond holders	No. of votes	for acceptance
Frank Kempster	4	4
Phillip Brunner	1	1
Cleveland Iron Co by G. L. Ingersol	12	12
R. S. Morris	2	2
	253	253

There was no votes in the negative.

We hereby certify that this is a true copy of the above proceedings as appears of record of the doings at said bondholders meeting

John Lorrain
Secty

Friedrick Stahl
President

Recorded may 12th 1879.

Articles of Organization of the Saint Paul and Chicago Short Line Railway Company.

We whose names are hereunto subscribed have this day made and signed the following articles of organization for the purpose of forming a corporation, to construct maintain and operate a railroad between the points hereinafter named

II

The name of said corporation shall be "The Saint Paul and Chicago Short Line Railway Company."

III

The said corporation is to construct maintain and operate a railroad from River Falls in the county of Pierce and State of Wisconsin to some point on the South line of the State of Wisconsin in the County of La Fayette a distance of Two Hundred miles more or less trough the Counties of Pierce Pepin Buffalo, Trempeleau La Crosse Vernon Richland Crawford Grant Iowa and La Fayette in said State of Wisconsin

IIII

The amount of the capital stock of said corporation is to be Two Million ($2.000,000^{00}_{100}$) Dollars to be divided as follows to wit: into twenty Thousand shares of One Hundred Dollars (100^{00}_{100}) each

IIII

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

Hans B. Wanner	Ellsworth	Pierce Co	Wis
H. P. Ames	"	"	"
Dempster W. Woodworth	"	"	"
Edward L. Davis	"	"	"
Jens B. Jenson	Gilman	"	"
Joseph W. Hancock	Maiden Rock	"	"
Milton J. Paine	Ellsworth	"	"
Frank L. Gilson	"	"	"
Joshua G. Keith	"	"	"
John W. Winn	"	"	"
Selah Strickland	"	"	"

Newel H. Clapp	Hudson	St Croix Co	Wis
Louis Huber	Ellsworth	Pierce Co	Wis

Dated Ellsworth Pierce Co. Wis this 15th day of May A.D. 1879

Names			Number of shares of Stock Subscribed for
Hans B. Wanner	Ellsworth	Pierce Co Wis	one (1) share
H. P. Ames	Ellsworth	Pierce Co Wis	one (1) share
J. B. Jenson	Gilman	Pierce Co Wis	one (1) share
Frank L. Gilson	Ellsworth	Pierce Co Wis	one (1) share
E. L. Davis	Ellsworth	Pierce Co Wis	one (1) share
J. W. Hancock	Maiden Rock	Pierce Co Wis	one (1) "
Milton J. Paine	Ellsworth	Pierce Co Wis	one (1) "
Joshua G. Keith	Ellsworth	Pierce Co. Wis	one (1) "
J. W. Winn	Ellsworth	Pierce Co. Wis	One (1) "
Selah Strickland	Ellsworth	Pierce Co. Wis	One (1) "
Louis Huber	Ellsworth	Pierce Co. Wis	One (1) "
Newel H. Clapp	Hudson	St Croix Co. Wis	One (1) "
Dempster W. Woodward	Ellsworth	Pierce Co. Wis	One (1) "

State of Wisconsin } ss
Pierce County }

Dempster W. Woodworth, H. P. Ames and Edward L. Davis being each by me first duly sworn deth each for himself depose and say that he is one of the directors named in the articles of organization of the Saint Paul and Chicago Short Line Railway Company which are hereunto prefixed. That each of the signatures to said articles of incorporation are genuine, and that it is intended in good faith to construct maintain and operate the railroad mentioned in said articles of organization.

Subscribed and Sworn to before me this 15th day of may A D 1879

(Notorial Seal)

Clark W. Brown
Notary Public

Dempster W. Woodward
Edward L. Davis
Henry P. Ames

Recorded May 17th 1879.

No 4

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

This Indenture, made the fifteenth day of January 1879. between William H. Leonard, of the State of New York, party of the first part and Joseph Denny, Noel and Jenny Laflour, A. J. Messenger, Wilson VanVliet & Co, Jacob Geig, Gottfried Rehnke, Thomas Stubb, David Wood and Knapp Stout & Co Company, parties of the second part, — Witnesseth: Whereas the Chicago, St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said Town of Hudson, to the city of St Paul; and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company for the construction of said road, except so much of said lands as had been sold by the 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 Walston H. Brown, and by them to the Chicago, St Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sum secured by the said two series of bonds,

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of twenty two hundred and sixty four (2,264.00) Dollars, by 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 Joseph Denny: The South West Quarter (¼) of the South West Quarter (¼) of Section No Five (5) in Township No. Twenty Six (26) North, Range No. Six (6) West. Containing Forty (40) acres. To Noel and Jenny Laflour: The North West Quarter (¼) of the North East Quarter (¼) of Section No Seventeen (17) in Township No Twenty-seven (27) North, Range No Thirteen (13) West. Containing Forty (40) acres. To A. J. Messenger: The North Half (½) of the South East Quarter (¼) of Section No Twenty One (21) in Township No thirty (30) North, Range No Thirteen (13) West. Containing Eighty (80) acres. To Wilson VanVliet & Co: The South West Quarter (¼) of the North West Quarter (¼) of Section No Twenty three (23) in Township No Twenty Nine (29) North, Range No Fifteen (15) West, Containing Forty (40) acres. To Jacob Geig: The East Half (½) of the North East Quarter (¼) of Section No Twenty Three (23) in Township No Twenty Five (25) North, Range No Eleven (11) West: Containing Eighty (80) acres. To Gottfried Rehnke: The North Half (½) of the South East Quarter (¼) of Section No Thirty One (31) in Township No Twenty six (26)

North, Range No Fourteen (14) West Containing Eighty (80) acres. Do Thomas Stubb; Lot No Twelve (12) of Section No Three (3) in Township No Thirty (30) North Range No Thirteen (13) West Containing Forty (40) acres. Do David Wood; 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 Thirteen (13) in Township No Twenty Four (24) North, Range No Three (3) West Containing Eighty (80) acres. Do the Knapp Stout & Co Company; All that part of Lot No Three (3) in the North East Quarter (¼) of Section No Thirteen (13) in Township No Twenty Eight (28) North Range No Thirteen (13) West of the fourth principal Meridian, which lies North of a line, North of, parallel to, and fifty feet distant from, the center of the track of the Railway built by the West Wisconsin Railway Co. containing Thirteen (13) acres. Containing in the aggregate Four Hundred and Ninety Three 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 encumbrance 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
John S. Warburton
R. S. Pattison

Wm H Leonard (L.S.)
Trustee

State of New York } ss
County of New York }

On the fifteenth day of January A.D. 1879. 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 acknowledgement of Deeds, &c, to be recorded, &c., in Wisconsin. William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

(Official Seal)

Ransom S. Pattison
Commissioner for Wisconsin

Recorded May 23. 1879

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

This Indenture, made the tenth day of September A.D. 1878. between William H. Leonard of the State of New York, party of the first part and the Chicago. St Paul and Minneapolis Railway Company, a Corporation of the State of Wisconsin, parties of the second part,

Witnesseth: Whereas the Chicago, St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said town of Hudson to the City of St Paul, and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 Walston H. Brown, and by them to the Chicago, St. Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last-mentioned company to the said party of the first-part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds. Whereas, also, the said party hereto of the first part, as Trustee is authorized by the sixth article of the said Trust-Deed to release from the lien and operation of the said Trust-Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago St. Paul and Minneapolis Railway Company, previous to such release; and provided further; that the said bonds or obligations and the accrued interest thereon, shall at any time 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,

~~[illegible]~~

Now Therefore, this indenture witnesseth, that the said party of the first-part hereto; in consideration of the sum of Five Hundred Seventeen Thousand One Hundred & Eighteen 00/100 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.:

#36 Lot Two (2) Section Seventeen (17) Township Twenty Two (22) North Range Three (3) west containing Twenty Seven 66/100 acres.

#37 The South East Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty Two (22) north Range Six (6) west containing Forty (40) acres,

#38 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Thirty Three (33) Township Twenty Two (22) north Range Seven (7) West containing eighty (80) acres.

#154 The South East Quarter (¼) of the North east Quarter (¼) Section Thirty Six (36) Township Twenty (20) North Range Five (5) West containing Forty (40) acres

#263 The North West Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township

Twenty One (21) North Range Six (6) West containing Forty (40) acres.

#264 The South West Quarter (¼) of the South East Quarter (¼) Section Seventeen (17) Township Twenty Three (23) North Range Five (5) West containing Forty (40) acres

293 The North East Quarter (¼) of the North east Quarter (¼) Section Thirty one (31) Township Twenty one (21) North Range Three (3) West containing Forty (40) acres,

#341½ The South half (½) of the South east Quarter (¼) Section Twenty Six (26) Township Twenty Three (23) North Range Two (2) West containing Eighty (80) acres.

The North East Quarter (¼) of the North east Quarter (¼) and the South East Quarter (¼) of the South east Quarter (¼) Section Thirty Six (36) Township Twenty Three (23) North Range Two (2) West containing Eighty (80) acres,

#367 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty Six (36) Township Eighteen (18) North Range Six (6) West containing Forty (40) acres.

368 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty Six (36) Township Eighteen (18) North Range Six (6) West containing Forty (40) acres.

#426 The South West Quarter (¼) of the North East Quarter (¼) the South east Quarter (¼) of North east Quarter (¼) and the North east Quarter (¼) of the South east Quarter (¼) Section Thirty Six (36) Township Twenty Three (23) North Range Two (2) West containing One hundred and Twenty (120) acres.

#428 The South East Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty (20) North Range Five (5) West containing Forty (40) acres.

#454 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Five (5) West containing Forty (40) acres.

#571 The North East Quarter (¼) of the North West Quarter (¼) Section Twenty four (24) Township Nineteen (19) North Range Two (2) West containing Forty (40) acres.

#578 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range Three (3) West containing Forty four 93/100 (44 35/100) acres.

599 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty Three (23) North Range Four (4) West containing Forty (40) acres

#632 The South half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty nine (29) North Range Fifteen (15) West containing Eighty (80) acres

#633 The North East Quarter (¼) of the North East Quarter ¼, the West half (½) of the South West Quarter ¼ and the South East Quarter (¼) of the South East Quarter ¼ Section Twenty seven (27) Township Twenty nine (29) North Range Fifteen (15) West containing one hundred and sixty (160) acres.

#634 The North half (½) of the North East Quarter ¼ and the South half ½ of the South East Quarter (¼) Section Three (3) Township Twenty Eight (28) North Range Fifteen (15) West containing one hundred and Sixty ~~[illegible]~~ 17/100 (160 17/100) acres.

#635 The North half (½) of the North West Quarter (½) the South East Quarter ¼ of the North West Quarter (¼) and the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Fifteen (15) West containing Two Hundred and Eighty (280) acres.

#648 The North East Quarter (¼) of the South East Quarter ¼ Section Thirteen (13) Township

Thirty (30) North Range Fifteen (15) West containing Forty (40) acres

690 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

691 The South East Quarter (¼) of North West Quarter (¼) section Thirty five (35) Township Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

699 The East half (½) of the North East Quarter ¼ section Twenty five (25) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres

701 The West half (½) of the North West Quarter ¼ Section Twenty seven (27) Township Twenty five (25) North Range six West containing Eighty (80) acres.

756 The South West Quarter (¼) of the South West Quarter (¼) section Thirty five (35) Township Twenty six (26) North Range Twelve (12) West containing Forty (40) acres.

793 The South East Quarter (¼) of the North East Quarter (¼) section Three (3) Township Twenty seven (27) North Range fifteen (15) West containing Forty (40) acres.

795 The West half of the south East Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Thirteen (13) West containing Eighty (80) acres.

805 The West half (½) of the South West Quarter ¼ Section Twenty five (25) Township seven (27) North Range Fifteen (15) West containing Eighty (80) acres.

819 The West half of the North West Quarter (¼) Section (Thirteen) (13) Township Twenty six (26) north Range seventeen (17) West containing Eighty (80) acres.

824 The West half (½) of the South East Quarter ¼ section (Twenty one (21)) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres.

887 The South East Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Thirty (30) North Range Eleven (11) West containing Forty (40) acres

870 The South half (½) of the South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section one (1) Township Twenty five (25) North Range seven (7) West containing Sixty (60) acres

873 The East half of the South East Quarter (¼) Section twenty five (25) Township Twenty Seven (27) North Range Fourteen (14) West containing Eighty (80) acres

874 The East half (½) of the North East Quarter (¼) and the East half of the South East Quarter (¼) Section Twenty one (21) Township Twenty Eight (28) North Range Thirteen (13) West containing one hundred and Sixty (160) acres

875 The West half (½) of the North East Quarter (¼) and the West half (½) of the South East Quarter (¼) section Twenty one (21) Township Twenty Eight (28) North Range Thirteen (13) West containing one hundred and sixty (160) acres

882 The West half (½) of the North East Quarter (¼) Section Twenty seven (27) Township seven (27) North Range Fifteen (15) West containing Eighty (80) acres

883 The south East Quarter (¼) of the South East Quarter Section Thirty five (35) Township Twenty six (26) North Range Ten (10) West containing Forty (40) acres

889 The North half (½) of the South East Quarter (¼) section Twenty nine (29) Township Twenty Eight (28) North Range Fourteen (14) West containing Eighty (80) acres

899 The East half of the South West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Sixteen (16) West containing Fifty seven 60/100 (57 60/100) acres.

919 The North West Quarter section Twenty seven Township Twenty nine (29) North Range six (6) West containing one hundred and sixty (160) acres. 29-6

920 The North half (½) of the South West Quarter (¼) and the North West Quarter of the South East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Eleven (11) West containing one hundred and twenty four 85/100 (124.85) acres 24-11

922 The East half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the North West Quarter (¼) section Twenty one (21) Township Twenty four (24) North Range Eleven West containing one hundred and twenty (120) acres. 24-11

934 The East half (½) of the South West Quarter (¼) Section seventeen (17) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres. 27-12

938 The South East Quarter Section Fifteen (15) Township Twenty nine (29) North Range Ten (10) West containing one hundred and sixty (160) acres 29-10

948 The South half (½) of the South East Quarter Section Twenty seven (27) Township Twenty Eight (28) north Range Twelve (12) West containing Eighty (80) acres. 28-12

980 The North half (½) of the North West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range seventeen (17) West containing Eighty (80) acres. 26-17

993 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Nineteen (19) West containing Forty (40) acres 26-19

1003 The West half (½) of the South West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres. 24-7

1020 The North East Quarter section Thirty one (31) Township Twenty four (24) North Range Ten (10) West containing one hundred and sixty (160) acres. 24-10

1024 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Thirteen (13) West containing Forty (40) acres. 26-13

1027 The south half (½) of the North East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres 26-7

1028 The North West Quarter ¼ of the North East Quarter ¼ Section Eleven (11) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres. 27-12

1038 The South East Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres 27-12

1040 The south half (½) of the North East Quarter (¼) and the North West Quarter ¼ of the North East Quarter (¼) section Twenty five (25) Township Twenty seven (27) North Range Twelve (12) West containing One hundred and twenty (120) acres. 27-12

1041 The North East Quarter ¼ of the North West Quarter ¼ Section Twenty five (25) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres 27-12

1045 The North four half (½) of the North West Quarter (¼) the South West Quarter ¼ of the North West Quarter (¼) and the West half (½) of the South East Quarter (¼) of the North West Quarter Section Three (3) Township Twenty seven (27) North Range Twelve (12) West containing one hundred and thirty one 63/100 (131.63) acres. 27-12

1050 The West half (½) of the South East Quarter (¼) Section seventeen (17) Township Twenty seven (27) North. Range Twelve (12) West containing Eighty (80) acres. 27-12

1052 The West four half (½) of the North West Quarter Section seven (7) Township Twenty seven

(27) Nonth Range Twelve (12) West containing seventy three $^{36}/_{100}$ (73.36) acres
1059 The West half ½ of the Nonth West Quarter (¼) and the South East Quarter (¼) of the
Nonth West Quarter ¼ Section Twenty nine (29) Township Twenty seven (27)
Nonth Range Twelve (12) West containing one hundred and twenty (120) acres.
#1076 The East half (½) of the South West Quarter (¼) Section one (1) Township Twenty
Seven (27) Nonth Range Thirteen (13) West containing Eighty (80) acres
1080 The South West Quarter of the Nonth East Quarter (¼) and the East Quarter (¼)
of the Nonth West Quarter (¼) Section Thirty one (31) Township Thirty (30) North
Range Fourteen (14) West containing Eighty (80) acres.
1083 The Nonth East Quarter (¼) of the Nonth East Quarter ¼ Section one (1) Township
Twenty nine (29) Nonth Range Fifteen (15) west containing Forty three $^{10}/_{100}$ (43.10) acres.
1085 The South West Quarter (¼) of the South West Quarter Section Twenty five (25) Township
Thirty (30) Nonth Range Thirteen (13) West containing Forty (40) acres
1086 The South East Quarter (¼) Section Thirteen (13) Township Twenty four (24) North
Range Ten (10) West containing One hundred and sixty (160) acres.
1090 The South East Quarter (¼) Section Twenty five (25) in Township Twenty four (24) North
Range Ten (10) West containing One hundred and Sixty 160 acres.
1098 The West half (½) of the South East Quarter (¼) Section seven (7) Township Thirty (30)
north Range Eight West containing Eighty (80) acres.
#1100 The Nonth half (½) of the South East Quarter (¼) Section Twenty seven (27) Township
Twenty Eight (28) Nonth Range (12) West containing Eighty (80) acres.
1103 The South East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Town-
ship Twenty two (22) North Range six (6) West containing Forty (40) acres.
1114 The West fol. half (½) of the Nonth West Quarter (¼) Section One (1) Township Twenty 7
(27) Nonth Range Thirteen (13) West containing seventy two $^{35}/_{100}$ (72.35) acres.
1120 The Nonth East Quarter (¼) of the Nonth West Quarter (¼) Section Twenty five (25)
Township Twenty six (26) Nonth Range seventeen (17) West containing Forty (40) acres.
1121 The West half ½ of the Nonth West Quarter (¼) Section Five (5) Township Twenty six (26)
North Range Fifteen (15) West containing eighty $^{53}/_{100}$ ($80.^{53}/_{100}$) acres.
1122 The North West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Rang.
Seven (7) West containing one hundred and sixty (160) acres.
1125 The South West Quarter of the South West Quarter section Fifteen (15) Township
Twenty four (24) Nonth Range Twelve (12) West containing Forty (40) acres.
1127 The Nonth East Quarter (¼) of the Nonth East Quarter (¼) Section Thirty five (35)
Township Twenty seven (27) Nonth Range twelve (12) West containing Forty (40) acres.
1134 The Nonth East Quarter (¼) Section Thirty five (35) Township Twenty four (24) north
Range Ten (10) West containing one hundred and sixty (160) acres
#1135 The South fr. half (½) of Nonth West Quarter ¼ Section seven (7) Township Twenty
three (23) North Range seven (7) West containing seventy Eight $^{57}/_{100}$ (78.57) acres.
1138 The South East Quarter (¼) section Twenty seven (27) Township Twenty four (24)
north Range Ten (10) West containing one hundred and Sixty (160) acres.
1156 The South half (½) of the South East Quarte (¼) Section Twenty nine (29) Township

Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.
1159 The North half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the
South West Quarter (¼) Section Three (3) Township Twenty five (25) North Range Nine
(9) West containing one hundred and twenty (120) acres
1162 The South half (½) of the South West Quarter (¼) Section Thirty one (31) Township Twenty
seven (27) North Range Fifteen (15) West containing Eighty $^{62}/_{100}$ (80.62) acres.
1165 The South West Quarter (¼) of the North West Quarter (¼) section Thirty one (31) Town
ship Twenty Eight (28) North Range Thirteen (13) West containing Twenty nine $^{32}/_{100}$ (29.32) acres.
1166 The South West fr. Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township
Twenty eight (28) North Range Thirteen (13) West containing Thirty $^{40}/_{100}$ (30.40) acres.
#1167 The East half (½) of the South West Quarter (¼) Section Nineteen (19) Township Twenty
seven (27) North Range Twelve (12) West containing Eighty (80) acres.
1169 The North West Quarter of the North East Quarter (¼) Section Thirty three (33) Township
Twenty six (26) north Range seventeen (17) west containing Forty (40) acres.
1172 The North West Quarter (¼) of the North East Quarter (¼) and the South half (½) of the
North East Quarter (¼) Section Thirteen (13) Township Twenty two (22) North Range seven
(7) West containing one hundred and twenty (120) acres.
1173 The North half (½) of the North East Quarter (¼) Section Thirty one (31) Township
Twenty six (26) North Range six (6) West containing Eighty (80) acres
1178 The South half (½) of the North West Quarter (¼) section nine (9) Township Twenty Eight
(28) North Range Thirteen (13) West containing Eighty (80) acres.
1195 The North half of the North East Quarter ¼ Section nine (9) Township Twenty seven
(27) North Range Thirteen (13) West containing Eighty (80) acres
1201 The North West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township
Twenty four (24) North Range Ten (10) West containing Forty (40) acres.
1202 The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty
four (24) North Range Ten (10) West containing Forty (40) acres.
1206 The North half (½) of the north East Quarter (¼) section Twenty one (21) Township
Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.
1210 The South West fr. Quarter section Seven (7) Township Thirty (30) North Range Eight (8)
West containing one hundred and twenty three $^{73}/_{100}$ (123.73) acres.
1211 The North half (½) of the South East Quarter (¼) Section Twenty one (21) Township
Twenty four (24) North Range Ten (10) West containing Eighty (80) acres
1212 The North half (½) of the North East Quarter (¼) Section Nineteen (19) Township Twen
ty four (24) North Range Ten (10) West containing Eighty (80) acres.
1224 The East half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty nine
(29) North Range nine (9) West containing Eighty (80) acres
1229 The North West Quarter (¼) of the South East Quarter ¼ Section one (1) Township
Twenty three (23) North Range Two (2) West containing Forty (40) acres.
1242 The East half (½) of the North West Quarter (¼) Section Thirty five (35) Township
Twenty four (24) North Range Two (2) West containing Eighty (80) acres.
1245 The South half (½) of the North West Quarter (¼) Section Fifteen (15) Township Twenty

four (24) North Range Ten (10) West containing Eighty (80) acres.

1249 The South West Quarter (¼) of the North East Quarter (¼) section Fifteen (15) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres

1253 The North half (½) of the South East Quarter (¼) section Fifteen (15) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1259 The North East Quarter (¼) of the South East Quarter section Thirty three (33) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres.

1263 The West half (½) of the South West Quarter (¼) section Thirteen (13) Township Thirty (30) North Range Nine (9) West containing Eighty (80) acres.

1268 The North East fr. ¼ Quarter (¼) of the North West Quarter (¼) and the North West fr. ¼ Quarter (¼) of the North East Quarter (¼) section one (1) Township Twenty two (22) North Range seven (7) West containing Ninety three $^{96}/_{100}$ (93.96) acres.

1269 The East half (½) of the South West Quarter (¼) section Fifteen (15) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

1270 The East half ½ of the South West Quarter (¼) section Twenty seven (27) Township Thirty (30) North Range nine (9) West containing Eighty (80) acres.

1280 The South West Quarter (¼) of the South West Quarter (¼) section Thirty five (35) Township Twenty six (26) North Range Fourteen (14) West containing Forty (40) acres.

1283 The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) section Thirty one (31) Township Twenty seven (27) North Range Thirteen (13) West containing Twenty nine $^{55}/_{100}$ (29.55) acres.

1284 The West half (½) of the South East Quarter section Thirty one (31) Township Twenty seven (27) North Range Thirteen (13) West containing Eighty (80) acres.

1285 The North half (½) of the North West Quarter (¼) section Three (3) Township Twenty five (25) North Range seven (7) West containing seventy four $^{94}/_{100}$ (74.94) acres

1294 The North half (½) of the North West Quarter section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

1299 The North half (½) of the North West Quarter (¼) section Twenty nine (29) Township Twenty eight (28) North Range Fourteen (14) West containing Eighty (80) acres

1302 The South half (½) of the South West Quarter section Twenty nine (29) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1303 The North West Quarter (¼) of the South East Quarter ¼ and the East half (½) of the South West Quarter Section one (1) Township Twenty four (24) North Range Eleven (11) West containing one hundred and twenty (120) acres.

1304 The West half (½) of the South East Quarter ¼ Section Twenty nine (29) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1307 The North East fr. ¼ Quarter (¼) of the North West Quarter (¼) section one (1) Township Twenty five (25) North Range Fourteen (14) West containing Forty seven $^{46}/_{100}$ (47.46) acres.

1309 The West half (½) of the North West Quarter (¼) section seventeen (17) Township Twenty eight (28) North Range Thirteen (13) West containing Eighty (80) acres.

1311 The South fr. ½ half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter Section Thirty one (31) Township Twenty six (26) North Range nine (9) West containing one hundred and fifteen $^{07}/_{100}$ (115.07) acres.

1316 The North East (¼) of the South East Quarter section Fifteen (15) Township Twenty four (24) North Range Eleven (11) West containing Eighty (80) acres. 24-11

1318 The West half (½) of the North East Quarter (¼) section (3) Township Twenty four (24) North Range Thirteen (13) West containing eighty two $^{59}/_{100}$ (82.59) acres 24-13

1319 The North West Quarter (¼) of the South East Quarter (¼) section one (1) Township Twenty Eight (28) North Range Eighteen (18) West containing Forty (40) acres. 28-18

1320 The North East Quarter (¼) of the North West Quarter (¼) section Thirty three (33) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres 29-13

1328 The West half of the North East Quarter (¼) The East half (½) North West Quarter (¼) and the East half (½) of the South West Quarter section seventeen (17) Township Twenty four (24) North Range nine (9) West containing two hundred and forty (240) acres. 24-9

1346 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Eighteen (18) North Range Five (5) West containing Forty (40) acres. 18-5

1348 The North West Quarter (¼) of the North East Quarter (¼) section Twenty three (23) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres 24-10

1349 The South half (½) of the North East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Ten (10) West containing eighty (80) acres. 24-10

1355 The South West Quarter (¼) of the North East Quarter (¼) The North half of the South West Quarter (¼) Section one (1) Township Twenty four (24) North Range Thirteen (13) West containing one hundred and twenty (120) acres. 24-13

1357 The South West Quarter (¼) Section Twenty seven (27) Township twenty five (25) North Range Ten (10) West containing one hundred and sixty (160) acres. 25-10

1364 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres. 27-12

1365 The North half (½) of the South East Quarter (¼) section Thirty one (31) Township Twenty five (25) North Range Ten (10) West containing Eighty (80) acres. 25-10

1368 The North East Quarter (¼) of the South East Quarter (¼) and Lot one (1) Section Three (3) Township Twenty six (26) North Range Twelve (12) West containing Sixty one $^{30}/_{100}$ (61.30) acres. 26-12

1369 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Nineteen (19) West containing Forty (40) acres. 26-19

1372 The North West fr. ¼ Quarter (¼) section Five (5) Township Twenty six (26) North Range Eight (8) West containing one hundred and sixty nine $^{51}/_{100}$ (169.51) acres 26-8

1373 The East half (½) of the North West Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres. 24-10

1375 The West half (½) of the North West Quarter (¼) Section seventeen (17) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres. 24-9

1379 The North West fr. ¼ Quarter (¼) Section one (1) Township Twenty three (23) North Range Eight (8) West containing one hundred and Eighty one $^{36}/_{100}$ (181.36) acres. 23-8

1391 The South half of the South West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Seven (7) West containing Eighty (80) acres. 26-7

1393 The North half (½) of the South East Quarter (¼) Section seven (7) Township Twenty four (24) North

Range Twelve (12) West containing Eighty (80) acres.

1401 The East half of the South West Quarter Section nineteen (19) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1403 The North half of the North East Quarter (¼) and the North East Quarter of the North West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Seven (7) West containing one hundred and twenty (120) acres.

1406 The East half of the North East Quarter (¼) and the North West Quarter of the North East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Eleven (11) West containing one hundred and twenty (120) acres.

1407 The South half (½) of the North East Quarter ¼ Section Fifteen (15) Township Twenty four (24) north Range nine (9) West containing Eighty (80) acres.

1413 The North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty nine (29) North Range Fourteen (14) West containing Fourty (40) acres.

1414 The North West Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Eight (8) West containing one hundred and sixty (160) acres.

1418 The West half of the North West Quarter (¼) Section Twenty one (21) Township Thirty (30) North Range Eight (8) West containing Eighty (80) acres.

1422 The East half (½) of the North West Quarter (¼) section Twenty one (21) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

1423 The North East Quarter (¼) of the North East Quarter (¼) section Twenty nine (29) Township Twenty five (25) North Range Twelve (12) West containing Forty (40) acres.

1424 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Nine (9) West containing Forty (40) acres.

1430 The West half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

1432 The West half (½) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

1433 The South West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

1434 The North West Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty two (22) North Range Seven (7) West containing forty seven $\frac{22}{100}$ (47.22) acres

1437 The West half (½) of the North West Quarter (¼) Section seventeen (17) Township Twenty eight (28) North Range Twelve (12) West containing Eighty (80) acres

1440 The South East Quarter (¼) of the North West Quarter (¼) Section one (1) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

1441 The South West Quarter (¼) of the North West Quarter (¼) The North half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South West Quarter Section Eleven (11) Township Twenty five (25) North Range Nine (9) West containing one hundred and sixty (160) acres

1444 The North half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

1448 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1457 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

1461 The North half (½) of the North East Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range Seven (7) West containing Eighty (80) acres.

1462 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Seven (7) West containing Forty (40) acres

1465 The East half ½ of the South West Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

1466 The South East Quarter (¼) of the South West Quarter (¼) and the West half of the South East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Eleven (11) West containing One hundred and twenty (120) acres.

1467 The West half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range Eleven (11) West containing one hundred and twenty (120) acres.

1475 The South half (½) of the North East Quarter (¼) Section Thirty three (33) Township Twenty Eight (28) North Range Twelve (12) West containing Eighty (80) acres.

1477 The South half (½) of the North West Quarter (¼) and the North half (½) of the South West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range nine (9) West containing one hundred and sixty (160) acres.

1479 The North half and the north half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range Eight (8) West containing four hundred (400) acres

1483 The East half (½) of the South East Quarter (¼) Section seventeen (17) Township Twenty six (26) North Range Twelve (12) West containing Eighty (80) acres.

1486 The North West Quarter (¼) of the North West Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres

1501 The South half (½) of the South East Quarter (¼) and the East half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Ten (10) West containing one hundred and sixty (160) acres.

1507 The North East Quarter (¼) of the North West Quarter (¼) the North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty four (24) North Range Ten (10) West containing one hundred and Eighteen $\frac{12}{100}$ (118.12) acres.

1515 The South West Quarter (¼) of the North East Quarter (¼) the North West Quarter (¼) of the South East Quarter (¼) the South East Quarter (¼) of the North West Quarter ¼ and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty seven (27) North Range twelve (12) West containing one hundred and sixty (160) acres.

1516 The East half (½) of the South East Quarter Section Thirty one (31) Township Twenty

six (26) North Range seven (7) West containing Eighty (80) acres.

1619 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty Three (33) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

1525 The North half (½) of the North East Qr. Quarter (¼) Section five (5) Township Twenty four (24) North Range Eleven (11) West containing Eighty three 83/100 (83.83) acres.

1528 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range four (4) West containing Forty (40) acres.

1534 The South half (½) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

1536 The South West Quarter of the North East Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range Sixteen (16) West containing Forty (40) acres.

1537 The East half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

1563 The South West Quarter (¼) of the North East Quarter (¼) Section nineteen Township Twenty four (24) North Range Six (6) West containing Forty (40) acres.

1559 The South West Quarter (¼) of the North West Quarter (¼) Section fifteen (15) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

1561 Lot one (1) Section five (5) Township Thirty (30) North Range Fourteen (14) West containing Sixty seven 87/100 (67.87) acres

1562 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Thirty one (31) North Range Fourteen (14) West containing Forty (40) acres.

H 1566 The North East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty (20) North Range seven (7) West containing Forty (40) acres.

1569 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range Seven (7) West containing Forty (40) acres.

1572 The South fr. half of the South West Quarter Section Thirty one (31) Township Twenty four (24) North Range six (6) West containing Eighty 82/100 (80.82) acres.

1573 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Seventeen (17) West containing Forty (40) acres.

1580 The North East Quarter (¼) of the South West Quarter ¼ Section Twenty five (25) Township Eighteen (18) North Range one (1) East containing Forty (40) acres.

1583 The south half of the North West Quarter (¼) Section Thirty three (33) Township Twenty eight (28) North Range Thirteen (13) West containing Eighty (80) acres.

1585 The South East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Twelve (12) West containing one hundred Sixty (160) acres.

1588 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.

H 1589 The North fr. half (½) of the North West Quarter (¼) Section Nineteen (19) Township Twenty six (26) North Range nine (9) West containing Seventy Two (70.04) acres.

1592 The West fr. half of the North East Quarter (¼) and the West half (½) of the South East Quarter (¼) Section Three (3) Township Twenty Three (23) North Range Ten (10) West containing one hundred and

sixty nine 17/100 (169.17) acres

1594 The North West Quarter of the North East Quarter ¼ Section Twenty five (25) Township Eighteen (18) North Range Two (2) West containing Forty (40) acres.

H 1602 The North West fr. Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty four (24) North Range Ten (10) West containing Thirty nine 9/100 (39.91) acres.

1603 The North East Quarter of the North West Quarter (¼) Section Five (5) Township Twenty four (24) North Range Ten (10) West containing thirty nine 1/100 (39.01) acres.

1613 The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the north West Quarter (¼) the North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township nineteen (19) North Range Six (6) West containing one hundred and twenty (120) acres.

1616 The East Half (½) of the South West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

1619 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range seventeen (17) West containing Forty (40) acres.

1620 The South East Quarter (¼) of the North East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section nine (9) Township Twenty nine (29) North Range Twelve (12) West containing one hundred and twenty (120) acres

1621 The North East Quarter (¼) of the South East Quarter (¼) Section Five (5) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres.

1623 The South West Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty six (26) North Range Twelve (12) West containing Forty (40) acres.

H 1627 The South fr. half (½) of the North West Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range Twelve (12) West containing Eighty two 63/100 (82.63) acres.

1628 The South half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range fifteen (15) West containing Eighty (80) acres.

1630 The South West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Twelve (12) West containing Forty (40) acres.

1637 The North half (½) of the North West Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range Eleven (11) West containing eighty (80) acres.

1646 The South half [illegible] of the South East Quarter (¼) The North west Quarter (¼) of the South East Quarter (¼) the South half (½) of the South West Quarter (¼) and the North East Quarter of the South West Quarter (¼) Section Five (5) Township Twenty three (23) North Range nine (9) West containing two hundred and Forty (240) acres.

1648 The North East half (½) of the North West Quarter (¼) of the South West Quarter (¼) the North East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Nine (9) Township Twenty three (23) North Range Ten (10) West containing one hundred (100) acres.

H 1650 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Seventeen (17) West containing Forty (40) acres

1651 The South West Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Eleven (11) West containing one hundred and sixty (160) acres.

1655 The South half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South West

Quarter (¼) Section fifteen (15) Township twenty (20) North Range Seven (7) West containing one hundred and twenty (120) acres

1659 The West half (½) of the North West Quarter (¼) section Thirty five (35) Township Twenty four (24) North Rang Eleven (11) West containing Eighty (80) acres.

1660 The North half (½) of the North East Quarter (¼) Section Seven (7) Township Twenty seven (27) North Range sixteen (16) West containing Eighty (80) acres.

1667 The West half (½) of the South West Quarter (¼) Section nine (9) Township Twenty two (22) North Range five (5) West containing Eighty (80) acres.

1671 The West half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Eleven (11) West containing Eighty (80) acres.

1686 The North fr.ᵃ half (½) of the North West Quarter (¼) section nineteen Township Twenty four (24) North Range Eleven (11) West containing Eighty four 54/100 (84.54) acres.

1687 The North half (½) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Twenty four (25) Township Twenty four (24) North Range Twelve (12) West containing one hundred and twenty (120) acres

1688 The North East fr.ᵃ Quarter (¼) of the North West Quarter (¼) Section five (5) Township Twenty two (22) North Range five (6) West containing forty Eight 68/100 (48.68) acres.

1693 The South West fr.ᵃ Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) section nineteen (19) Township Twenty four (24) North Range Twelve (12) West containing two hundred and five 26/100 (205.26) acres.

1694 The East half (½) of the North East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Twelve (12) West containing one hundred and sixty (160) acres

1695 The South half (½) of the South West Quarter (¼) section fifteen (15) Township Thirty (30) North Range sixteen (16) West containing Eighty (80) acres.

1697 The South East Quarter (¼) of the South East [illegible] (¼) section one (1) Township nineteen (19) North Range four (4) West containing forty (40) acres

1701 The South half (½) of the South West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

1705 The North half (½) of the South West Quarter ¼ section Twenty five (25) Township Twenty seven (27) North Range twelve (12) West containing Eighty (80) acres

1706 The North fr.ᵃ half (½) of the North East Quarter (¼) Section Three (3) Township Twenty three (23) North Range twelve (12) West containing one hundred and one 68/100 (101.68) acres

1710 The South East Quarter (¼) ~~[illegible]~~ and the North East Quarter of the South West Quarter section Thirty five (35) Township Twenty four (24) North Range Twelve (12) West containing two hundred (200) acres.

1713 The South East Quarter (¼) of the North West Quarter (¼) the North East Quarter (¼) of the South West Quarter (¼) and the South half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Twelve (12) West containing one hundred and sixty (160) acres.

1717 The North half (½) of the North West Quarter (¼) and the North West Quarter of the North East Quarter (¼) Section fifteen (15) Township Twenty nine (29) North Range Twelve (12) West

containing one hundred and twenty (120) acres.

1718 The North West Quarter ¼ of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter ¼ section Thirty one (31) Township Twenty four (24) North Range Eleven (11) West containing Eighty (80) acres.

1719 The South half of the South East Quarter (¼) section Twenty five (25) Township Twenty four (24) North Range Twelve (12) West containing Eighty (80) acres.

1723 The South East Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range Ten (10) West containing one hundred and sixty (160) acres.

1724 The South half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Twelve (12) west containing Eighty (80) acres.

1726 The South West Quarter (¼) of the North East Quarter (¼) the South East Quarter (¼) of the North West Quarter (¼) the North West Quarter (¼) of the South East Quarter (¼) and the North East Quarter ¼ of the South West Quarter (¼) section five (5) Township Twenty three (23) North Range Ten (10) West containing one hundred and sixty (160) acres

1728 The North fr.ᵃ half (½) of the North West Quarter section Three (3) Township Twenty three (23) North Range Ten (10) West containing ninety Eight 67/100 (98.67) acres

1729 The North half (½) of the North East Quarter (¼) section nineteen (19) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

1730 The East fr.ᵃ half (½) of the North East Quarter The North West fr.ᵃ Quarter ¼ of the North East Quarter (¼) and the North East fr.ᵃ Quarter (¼) of the North West Quarter (¼) Section five (5) Township Twenty three (23) North Range Ten (10) West containing one hundred and Eighty nine 25/100 (189.25) acres.

1738 The South half of the South West Quarter (¼) section three (3) Township Twenty three (23) North Range Ten (10) West containing Eighty (80) acres.

1739 The East half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Ten (10) West containing Eighty (80) acres

1742 The North half (½) of the South East Quarter (¼) the South West Quarter ~~(¼)~~ of the South East Quarter and the South half ½ of the North East Quarter Section one (1) Township Twenty three (23) North Range Ten (10) West containing two hundred (200) acres

1745 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) section twenty one (21) Township Twenty four (24) North Range Twelve West containing Eighty (80) acres.

1748 The North half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter Section Twenty three (23) Township Twenty three (23) North Range Eight (8) West containing one hundred and twenty (120) acres.

1757 The North East Quarter (¼) of the North East Quarter (¼) Section fifteen (15) Township Twenty seven (27) North Range seven (7) West containing Forty (40) acres.

1759 The West half ½ of the South East Quarter (¼) Section twenty nine (29) Township Twenty six (26) North Range Fourteen (14) West containing Eighty (80) acres

1760 The South half (½) of the South East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty three (23) North Range nine (9) West containing one hundred and twenty (120) acres.

1761 The North West fr. Quarter (¼) section one (1) Township Twenty three (23) North Range nine (9) West containing one hundred and seventy four 79/100 (174.79) acres

1762 The North half (½) of the South West Quarter (¼) Section seventeen (17) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres

1768 The North half of the North East Quarter (¼) section Twenty nine (29) Township Twenty four (24) North Range Twelve West containing Eighty (80) acres

1770 The South half (½) of the South East Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres

1782 The North half of the North west Quarter ¼ Section Thirteen (13) Township Twenty three (23) North Range nine (9) West containing Eighty (80) acres.

1783 The South half (½) of the North West Quarter Section Thirteen (13) Township Twenty three (23) North Range nine (9) West containing Eighty (80) acres.

1785 The South half of the South West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range Twelve (12) West containing Eighty (80) acres

1786 The North East Quarter (¼) section Twenty four (24) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty (160) acres.

1787 The South West fr. Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Eight (8) West containing one hundred and sixty four 24/100 (164.24) acres

1789 The West half of the South West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) Section twenty three (23) Township twenty (20) North Range seven (7) West containing one hundred and twenty (120) acres

1791 The West fr. half (½) of the North West Quarter (¼) section Thirty one (31) Township Twenty six (26) North Range fifteen (15) West containing seventy Eight 4/100 (78.04) acres

1796 The South West Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Nine (9) West containing Forty acres.

1798 The North West Quarter (¼) of the South East Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range Nine West containing Eighty (80) acres.

1799 The North fr. half of the North West Quarter (¼) section Seven (7) Township Twenty three (23) North Range nine (9) West containing Eighty three 10/100 (83.10) acres

1800 The South East Quarter (¼) of the North West Quarter (¼) section five (5) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres.

1802 The North half (½) of the North East Quarter (¼) section Thirty three (33) Township Twenty two (22) North Range seven (7) West containing Eighty (80) acres.

1803 The East half ½ of the North East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range sixteen (16) West containing Eighty (80) acres

1807 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range fifteen (15) West containing Forty (40) acres.

1809 The North East Quarter ¼ of the South East Quarter (¼) Section Twenty five (25) Township Twenty one (21) North Range Seven (7) west containing Forty (40) acres

1812 All of Section Eleven (11) Township Nineteen (19) north Range one (1) east containing six hundred and Forty (640) acres.

1815 The South East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range Seven (7) West containing Forty (40) acres

1816 The South East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

1820 The North half (½) of the North East Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty (80) acres.

1821 The South half (½) of the South East Quarter (¼) Section Five (5) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

1824 The East half of the South East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Eleven (11) West containing Eighty (80) acres

1829 The East half (½) of the South East Quarter ¼ Section Nineteen (19) Township Twenty nine (29) North Range Thirteen (13) West containing Eighty (80) acres

1830 The South fr. half of the South West Quarter (¼) Section seven (7) Township Twenty three (23) North Range six (6) West containing Seventy Eight 48/100 (78.48) acres

1832 The East fr. half (½) of the North West Quarter (¼) Section five (5) Township Twenty six (26) North Range fifteen (15) West containing Eighty 54/100 (80.54) acres.

1834 The North West Quarter of the North East Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range Twelve (12) West containing Forty (40) acres.

1835 The North half ½ of the South West Quarter (¼) Section five (5) Township Twenty four (24) North Range Thirteen (13) West containing Eighty (80) acres

1837 The South East Quarter ¼ of the North East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Thirteen (13) west containing Forty (40) acres

1841 The South fr. half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range nine (9) West containing one hundred and twenty two 39/100 (122.39) acres.

1848 The North East Quarter (¼) of the North West Quarter ¼ Lots Six (6) and Seven (7) The North East Quarter (¼) of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty Eight (28) North Range Eight (8) West containing one hundred and ninety 77/100 (190.77) acres

1847 Lot Seven (7) Section Thirty five (35) Township Twenty nine (29) North Range Eight (8) West containing Twenty (20) acres

1850 The South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Seven (7) West containing two hundred (200) acres.

1851 Lots one (1) and five (5) Section Twenty three (23) Township Twenty nine (29) North Range Eight (8) West containing Sixty 69/100 (60.69) acres

1852 The North fr. half (½) of the North East Quarter ¼ Section five (5) Township Twenty Eight (28) North Range seven (7) West containing Ninety 41/100 (90.41) acres.

1853 The South half (½) of the South West Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres

1855 The South half (½) of the South East Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range six (6) West containing Eighty (80) acres.

1868 The North West fr. Quarter (¼) of the South West Quarter (¼) Section seven (7) Township Twenty three (23) North Range six (6) West containing thirty nine 06/100 (39.06) acres.

1866 The West half (½) of the South East Quarter (¼) Section nine (9) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

1869 Lots three (3) and four (4) Section one (1) Township Twenty six (26) North Range Twelve (12) West containing Seventy five 50/100 (75.50) acres.

1870 The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter ¼ of the South East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

1873 The North West fr. Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Seven (7) West containing one hundred and forty six 25/100 (146.25) acres.

1875 The West half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty seven (27) North Range fifteen (15) West containing Eighty (80) acres.

1878 The North East Quarter (¼) of the South East Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

1879 The North half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the North west Quarter (¼) Section one (1) Township Twenty three (23) North Range Ten (10) West containing one hundred and twenty (120) acres.

1880 The East half (½) of the South West Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Eight West containing Eighty (80) acres.

1882 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty Eight (28) North Range Fifteen (15) West containing Forty (40) acres.

1883 The South East Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range nine (9) West containing one hundred and fifty nine 25/100 (159.25) acres.

1884 The North East Quarter (¼) of the South West Quarter (¼) Section fifteen (15) Township Twenty four (24) North Range Twelve (12) West containing Forty (40) acres.

1887 The South East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range nine (9) West containing one hundred and sixty (160) acres.

1889 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

1894 The West fr. half (½) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range (6) West containing one hundred and nineteen (119) acres.

1895 The East half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range six (6) West containing one hundred and twenty (120) acres.

1900 The North half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eighteen (18) West containing Eighty (80) acres.

1905 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range nine (9) West containing Forty (40) acres.

1906 The South East Quarter (¼) of the North East Quarter (¼) and the north half (½) of the South East Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Eight (8) West

containing one hundred and twenty (120) acres.

1907 The East half fr. (½) of the South East Quarter (¼) Section Seven (7) Township twenty three (23) North Range seven (7) West containing Eighty (811) acres.

1910 The West half (½) of the North West Quarter (¼) Section nine (9) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

1912 The South East Quarter of the North West Quarter (¼) Section Thirteen (13) Township Twenty Eight (28) North Range Eleven (11) West containing Forty (40) acres.

1920 The East half (½) of the North West Quarter (¼) Section twenty seven (27) Township twenty two (22) North Range seven (7) West containing Eighty (81) acres.

1921 The South West Quarter (¼) of the North West Quarter (¼) Section Seventeen (17) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

1925 The South West Quarter (¼) of the North East Quarter (¼) The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty three (23) North Range nine (9) West containing one hundred and twenty (120) acres.

1927 The South East Quarter (¼) of the North West Quarter (¼) The South West Quarter (¼) of the North East Quarter (¼) and the South half (½) of the South West Quarter (¼) Section fifteen (15) Township Twenty three (23) North Range seven (7) West containing one hundred and sixty (160) acres.

1928 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Seven (7) West containing Eighty (80) acres.

1929 The South fr. half of the North West Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range seven (7) West containing Seventy one 45/100 (71.45) acres.

1930 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Two (22) North Range Seven (7) West containing Forty (40) acres.

1932 The North half (½) of the North East Quarter (¼) Section nine (9) Township Twenty three (23) North Range Ten (10) West containing Eighty (80) acres.

1933 The North West Quarter (¼) of the North West Quarter ¼ Section Fifteen (15) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

1935 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Nineteen (19) North Range one (1) west containing Forty (40) acres.

1937 The North West Quarter (¼) of the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty eight (28) North Range Thirteen (13) West containing Sixty (60) acres.

1938 The South West Quarter (¼) of the South West Quarter (¼) and the South half (½) of the South East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty eight (28) North Range Thirteen (13) West containing Sixty (60) acres.

1939 The West half (½) of the South East Quarter (¼) Section Nineteen (19) Township Twenty three (23) North Range Five (5) West containing Eighty (80) acres.

1944 The East half (½) of the North East Quarter (¼) Section one (1) Township Twenty three (23) North Range nine (9) West containing Eighty seven 27/100 (87.27) acres.

1946 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

1952 The North West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Eighteen (18) North Range Two (2) West containing Forty (40) acres.

1954 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Eight (8) West containing Forty (40) acres

1955 The North half of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty one (21) North Range six (6) West containing one hundred and twenty (120) acres

1960 The East half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range five (5) West containing Eighty (80) acres.

1959 The East half (½) of the North East Quarter ¼ Section Twenty five (25) Township Thirty one (31) North Range Twelve (12) West containing Eighty (80) acres.

1968 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

1970 The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section fifteen (15) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

1971½ The South East Quarter (¼) of the North West Quarter (¼) Section Nineteen (19) Township Twenty seven (27) North Range Seventeen (17) West containing Forty (40) acres.

1973 The South half (½) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range Eight (8) West containing one hundred and twenty (120) acres.

1977 The North West fr¼ Quarter (¼) Section one (1) Township Twenty four (24) North Range Eight (8) West containing one hundred and sixty 77/100 (160.77) acres.

1980 The North East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Thirty (30) north Range nine (9) West containing Eighty (80) acres.

1981 The South East Quarter (¼) of the South West Quarter (¼) Section five (5) Township Twenty Eight (28) North Range Ten (10) West containing Forty (40) acres.

1982 The North half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Thirty one (31) North Range Thirteen (13) West containing Eighty (80) acres.

1983 The North East fr¼ Quarter (¼) of the North East Quarter (¼) Section five (5) Township Twenty Eight (28) North Range Ten (10) West containing Thirty Eight 16/100 (38.16) acres

1984 The South East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty one (21) North Range five (5) West containing Forty (40) acres.

1985 The South East Quarter (¼) of the north West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres

1988 The West half (½) of the South East Quarter (¼) Section Five (5) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

1994 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township twenty seven (27) North Range Eighteen (18) West containing Forty (40) acres.

1995 The West half (½) of the South West Quarter Section Twenty three (23) Township Twenty four (24) North Range Eight (8) West containing Eighty (80) acres.

1997 The north half (½) of the North East Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Eleven (11) West containing Eighty (80) acres.

1998 The South West Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township twenty one (21) North Range five (5) West containing Forty (40) acres.

2001 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

2002 The South East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres

2003 The North fr½ half of the northwest Quarter (¼) section seven (7) Township Twenty four (24) North Range seven (7) West containing Seventy one 7/100 (71.07) acres.

2005 The South West Quarter (¼) of the North East Quarter (¼) section Thirty three (33) Township Twenty six (26) North Range seventeen (17) west containing Forty (40) acres.

2006 The North half (½) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) section (1) Township Twenty four (24) north Range Eight (8) West containing one hundred and twenty (120) acres.

2009 The South East Quarter (¼) of the North West Quarter (¼) Township twenty two (22) North Range seven (7) section seven (7) West containing Forty (40) acres.

2011 The South West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range seven (7) West containing (40) acres.

2012 The South East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Thirty (30) North Range Twelve (12) West containing Forty (40) acres.

2013 The South half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2015 The South West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Fifteen (15) West containing Forty (40) acres.

2017 The South West fr¼ Quarter (¼) of the South West Quarter ¼ Section Seven (7) Township Twenty five (25) North Range Thirteen (13) West containing Thirty three 74/100 (33.74) acres.

2019 The North half of the North West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Six (6) West containing Eighty (80) acres.

2023 The South half (½) of Section Thirty five (35) Township Twenty five (25) North Range Eight (8) West containing Three hundred and twenty (320) acres

2024 The South East Quarter (¼) of the North West Quarter (¼) section seventeen (17) Township Twenty nine (29) North Range sixteen (16) West containing Forty (40) acres.

2025 The South East Quarter (¼) of the North West Quarter (¼) and North East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

2028 The East half (½) of the North East Quarter (¼) Section Thirty five (35) Township Thirty (30) North Range Eleven (11) West containing Eighty (80) acres.

The North East Quarter (¼) of the North East Quarter (¼) Section Nineteen (19)

Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres

2033 The South East Quarter (¼) of the South West Quarter (¼) section one (1) Township Twenty three (23) North Range Nine (9) West containing Forty (40) acres.

H 2035 The South East Quarter of the North East Quarter (¼) Section Seventeen (17) Township Twenty five (25) North Range Eight (8) ~~East~~ West containing Forty (40) acres

2036 The South West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty four (24) North Range Ten (10) ~~East~~ West containing Forty (40) acres.

2037 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range seven (7) West containing Forty acres.

2039 The North West Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty five (25) Range Ten (10) West containing Forty (40) acres.

2041 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty one (21) North Range Five (5) West containing Forty (40) acres.

2042 The South West Quarter (¼) of the North East Quarter (¼) section Thirteen (13) Township Twenty (20) North Range six (6) West containing Forty (40) acres.

2045 The South West Quarter (¼) of the North West Quarter (¼) section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

2049 Lot Five (5) section one (1) Township Twenty (20) North Range Seven (7) West containing Forty (40) acres.

H 2052 The North East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township Thirty one (31) North Range [illegible] (3) West containing (40) acres

2054 The North East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty five (25) North Range Ten (10) West containing Forty (40) acres

2055 The North West Quarter (¼) of the South West Quarter ¼ Section seventeen (17) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

2055½ The South West Quarter (¼) of the South West Quarter (¼) Section seventeen Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

2058 The South half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Thirty (30) North Range nine (9) West containing Eighty (80) acres.

2059 The East half (½) of the South West Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2060 The South West Quarter (¼) of the North East Quarter (¼) section Thirty one (31) Township Twenty six (26) North Range nine (9) West containing Forty acres.

2061 Lot three (3) Section three (3) Township Thirty (30) North Range Eleven (11) West containing Forty four 99/100 (44.99) acres

2064 The East half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range Eight (8) West containing one hundred and twenty (120) acres.

H 2066 The South West Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

H 2068 The North West fr. ¼ Quarter (¼) of the North East Quarter (¼) section one (1) Township Twenty nine (29) North Range seven (7) West containing Thirty Eight 39/100 (38.39) acres.

2069 The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter of the South West Quarter (¼) Section twenty one (21) Township Twenty five (25) North Range six (6) West containing Eighty (80) acres.

2070 The North West Quarter (¼) of the South West Quarter section Twenty seven (27) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

2071 The South West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range nine (9) West containing Forty (40) acres.

2074 The East half of the South West Quarter ¼ Section Thirty three (33) Township Twenty five (25) North Range Five (5) West containing Eighty (80) acres.

2075 The North East Quarter (¼) of the North East Quarter (¼) section Thirty one (31) Township Twenty six (26) North Range nine (9) West containing Forty (40) acres.

2076 The North East fr. ¼ Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty seven (27) North Range Fifteen (15) West containing Thirty six 56/100 (36.56) acres.

2077 The South East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty one (21) North Range five (5) West containing Forty (40) acres.

H 2079 The South East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2082 The East half (½) of the North East Quarter (¼) section Twenty three (23) Township Twenty four (24) North Range Eight (8) West containing Eighty (80) acres.

2083 The North East Quarter (¼) of the North West Quarter (¼) section Twenty three (23) Township Twenty nine (29) North Range six (6) West containing Forty (40) acres.

2084 The East half of the South West Quarter (¼) Section one (1) Township Twenty six (26) North Range Fifteen (15) West containing Eighty (80) acres.

2085 The South half of the North East Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2087 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Thirty North Range nine (9) West containing Forty (40) acres.

H 2089 The North half of the North East Quarter (¼) Section Twenty three (23) in Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2090 The South half of the South West Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2091 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Seven (7) West containing Forty (40) acres.

2092 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres.

2093 The North fr. ½ half of the North West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty one 38/100 (81.38) acres

2094 The West half (½) of the South West Quarter (¼) Section seventeen (17) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres.

2098 The West half (½) of the South East Quarter Section five (5) Township Twenty nine (29) North Range Seven (7) West containing Eighty (80) acres.

2099 The North half (½) of the North West Quarter (¼) Section Nine (9) Township Twenty nine (29) North Range Seven

(7) West containing Eighty (80) acres.

2102 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty three Township Eighteen (18) North Range two (2) West containing Forty (40) acres.

2105 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty Eight (28) North Range seven (7) West containing Forty (40) acres.

2107 The West half (½) of the North West Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Twelve (12) West containing Eighty acres.

2109 The South East Quarter (¼) of the South West Quarter (¼) and the south West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres.

2111 The East half (½) of the South East Quarter Section Twenty seven (27) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

2114 The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Twelve (12) West containing Forty (40) acres.

2116 The North West Quarter (¼) of the North West Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range Fourteen (14) West containing Forty two 40/100 (42.40) acres

2117 The North East Quarter (¼) of the North West Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2119 The North East Quarter (¼) of the North West Quarter (¼) Section (31) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2120 The North West Quarter (¼) Section seventeen (17) Township Twenty nine (29) North Range seven (7) West containing one hundred and sixty (160) acres.

2121 The North West Quarter (¼) of the North East Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range five (5) West containing Forty (40) acres.

2124 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty nine (29) North Range Twelve (12) West containing Forty (40) acres.

2126 The South half (½) of the South East Quarter ¼ Section Twenty nine (29) Township Twenty four (24) North Range six (6) West containing eighty (80) acres.

2127 The South West Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2129 The West half (½) of the South West Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range Fourteen (14) West containing sixty five ~~(65.—)~~ acres.

2131 The East half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Thirty (30) North Range Eleven (11) West containing one hundred and twenty (120) acres.

2132 The North East Quarter (¼) of the South West Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range Fourteen (14) West containing Forty (41) acres.

2133 The North East Quarter (¼) of the South West Quarter and the South West Quarter (¼) of the North East Quarter Section Fifteen (15) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

2135 The North West Quarter (¼) of the North West Quarter (¼) and the North West Quarter of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West

containing Eighty (80) acres.

2136 The South West Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty Eight (28) North Range Twelve (12) West containing Forty (40) acres.

2139 The East half (½) of the North West Quarter (¼) and the North West Quarter of the South East Quarter Section Twenty one (21) Township Twenty nine (29) North Range Eleven (11) West containing one hundred and twenty (120) acres.

2140 The North ~~half~~ for ½ (½) of the South West Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range Ten (10) West containing seventy nine 60/100 (79.63) acres.

2144 The North West for ½ Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty three (23) North Range six (6) West containing Forty three 43/100 (43.43) acres.

2148 The North half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Thirty (30) North Range nine (9) West containing Eighty (80) acres.

2149 The North West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Nineteen (19) North Range two (2) West containing Forty (40) acres.

2150 Lot nine (9) section one (1) Township Twenty (20) North Range six (6) West containing Forty (40) acres.

2151 The North West Quarter (¼) of the North West Quarter and the South West Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Seven (7) West containing Eighty (80) acres.

2154 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty Eight (28) North Range seven (7) West containing Forty (40) acres.

2155 The South West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty nine (29) North Range Nine (9) West containing Forty (40) acres.

2159 The North half (½) of the South West Quarter (¼) Section Five (5) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

2161 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres.

2162 The South East Quarter of the South West Quarter (¼) Section Twenty one (21) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres.

2168 The South half of the South East Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range Eight (8) West containing eighty (80) acres.

2164 The West for ½ half ½ of the North West Quarter Section one (1) Township Twenty Eight (28) North Range Twelve (12) West containing seventy Eight 1/100 (78.01) acres

2165 The South West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2166 The West half (½) of the South East Quarter (¼) and the South East Quarter ¼ of the South West Quarter Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing one hundred and twenty (120) acres.

2170 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Eleven (11) West containing Forty (40) acres.

2172 The East half (½) of the South East Quarter (¼) Section five (5) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

2175 The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼)

of the North West Quarter (¼) Section Three (3) Township Twenty Eight (28) North Range Eleven (11) West containing Eighty (80) acres.

2176 The North half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section seventeen (17) Township Twenty six (26) North Range nine (9) West containing one hundred and twenty (120) acres.

2177 The West half (½) of the North East Quarter (¼) Section Fifteen (15) Township Twenty five (25) North Range six (6) West containing eighty (80) acres.

2178 The South half ½ of the North East Quarter (¼) Section Five (5) Township Twenty four (24) North Range six (6) West containing Eighty (80) acres.

2180 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty two (22) North Range six West containing Forty (40) acres.

2181 The North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty one (21) North Range Five (5) West containing Forty (40) acres.

2183 The South half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range Eleven (11) West containing one hundred and twenty (120) acres.

2185 The North East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Twenty one (21) North Range seven (7) West containing Eighty (80) acres.

2186 The North West Quarter (¼) of the North East Quarter (¼) Section nine (9) Township Twenty one (21) North Range seven (7) West containing Forty (40) acres.

2187 The North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty five (25) North Range Fifteen (15) West containing Forty (40) acres.

2188 The North West Quarter (¼) of the South West Quarter (¼) Section three (3) Township Twenty five (25) North Range Fifteen (15) West containing Forty (40) acres.

2189 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Fourteen (14) West containing Forty (40) acres.

2190 The West fr. ½ half (½) of the North West Quarter Section one (1) Township Twenty three (23) North Range Ten (10) West containing Eighty Nine 44/100 (89.44) acres.

2191 The North West fr. ¼ Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty five (25) North Range seven (7) West containing Thirty nine 4/100 (39.4) acres.

2192 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township nineteen (19) North Range Three West containing Forty (40) acres.

2193 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Nineteen (19) North Range Three (3) West containing Forty (40) acres.

2194 The West fr. ½ half (½) of the South West Quarter (¼) Section seven (7) Township Twenty six (26) North Range Fifteen (15) West containing Eighty four 89/100 (84.89) acres

2195 The East half of the South East 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) Section Twenty three (23) Township Twenty four (24) North Range Thirteen (13) West containing one hundred and sixty (160) acres.

2198+ 2199++ The North fr. ½ half (½) of the North East Quarter (¼) and the++ South half (½) of the South East Quarter (¼)

Section one (1) Township Twenty seven (27) North Range sixteen (16) West containing one hundred and fifty 93/100 (150.93) acres.

2202 The East half (½) of the North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Thirteen (13) West containing Eighty (80) acres.

2203 The North half (½) of the North East Quarter (¼) Section seven (7) Township Twenty six (26) North Range Fifteen (15) West containing Eighty (80) acres.

2207 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty Eight (28) North Range Twelve (12) West containing Forty (40) acres.

2211 The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Thirty (30) North Range Ten (10) West containing Eighty (80) acres

2212 The North half (½) of the North East Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

2220 The South half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty (80) acres

2222 The South half (½) of the South West Quarter (¼) Section Three (3) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty (80) acres.

2224 The North West Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty eight (28) North Range Thirteen (13) West containing Forty (40) acres.

2225 The North half (½) of the South East Quarter (¼) Section Thirty three (33) Township Thirty (30) North Range Eight (8) West containing Eighty (80) acres.

2226 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2228 The North West Quarter (¼) of the South West Quarter Section Twenty nine (29) Township Twenty seven (27) North Range Eleven west (11) containing Forty (40) acres.

2232 The South East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty (20) North Range six (6) West containing Eighty (80) acres.

2233 The South half of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) section nine (9) Township Twenty one (21) North Range seven (7) West containing one hundred and twenty (120) acres.

2234 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

2237 The West half (½) of the north west Quarter (¼) and Lot one (1) Section Twenty nine (29) Township Twenty six (26) North Range Nineteen (19) West containing one hundred and Eighteen 60/100 (118.60) acres.

2238 The North half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty Eight (28) North Range Twelve (12) West containing Eighty (80) acres.

2241 The South half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Ten (10) West containing Eighty (80) acres.

2242 Lots five (5) and six (6) Section one (1) Township Twenty six (26) North Range Eleven (11) West containing sixty five 65/100 (65.65) acres.

2243 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty (20) Township Twenty Eight (28) North Range Sixteen (16) West containing Forty (40) acres.

2244 The South half (½) of the North West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2246 The North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty six (26) North Range Thirteen (13) West containing Forty (40) acres.

*2254 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range nine (9) West containing Forty (40) acres.

2256 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

2257 The East half (½) of the South West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Sixteen (16) West containing Eighty (80) acres.

2258 The East half (½) of the South West Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Sixteen (16) West containing eighty (80) acres.

2259 The South half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty eight (28) North Range Fourteen (14) West containing Eighty (80) acres.

2266 The East half (½) of the South West Quarter (¼) and the West half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Eleven (11) West containing one hundred and sixty (160) acres.

2270 The East half (½) of the South East Quarter (¼) Section Fifteen (15) Township Twenty seven (27) North Range Fifteen (15) West containing eighty (80) acres.

*2271 The West half (½) of the South East Quarter (¼) Section one (1) Township Twenty ~~seven~~ (28) North Range Thirteen (13) West containing Eighty (80) acres.

2274 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

2275 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

2276 The South West Quarter ¼ of the North West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2278 The West half of the North West Quarter (¼) and the North East Quarter ¼ of the North West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range seven (7) West containing one hundred and twenty (120) acres.

*2283 The North West Quarter ¼ of the South East Quarter (¼) Section Thirty three (33) Township Twenty six North Range Eight (8) West containing Forty (40) acres.

2284 The North West Quarter (¼) ~~section~~ of the the North west Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2285 The South West Quarter (¼) of the North West Quarter (¼) section Thirteen (13) Township Twenty five (25) North Range nine (9) West containing Forty (40) acres

2288 The North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty nine (29) North Range six (6) West containing Forty (40) acres.

2290 The South half (½) of the North East Quarter ¼ and the South East Quarter (¼) Section Nineteen (19) Township Twenty three (23) North Range Seven (7) West containing Two hundred and forty (240) acres.

2291 The East half (½) of the North East Quarter (¼) section Twenty five (25) Township Twenty seven (27) North Range nine (9) West containing Eighty (80) acres.

2292 The North East Quarter (¼) of the South East Quarter ¼ Section Eleven (11) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

2293 The South half ½ of the South East Quarter (¼) section Twenty nine (29) Township Twenty nine (29) North Range six (6) West containing Eighty (80) acres.

2296 The North half (½) of the North East Quarter (¼) section Eleven (11) Township Twenty five (25) North Range seven (7) West containing Eighty (80) acres.

2298 The East half (½) of the South West Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range Six (6) West containing Eighty (80) acres.

2299 The North west Quarter (¼) of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) section Five (5) Township Thirty one (31) North Range Fourteen (14) West containing Eighty (80) acres.

*2300 The East half (½) of the North East Quarter (¼) Section seven (7) Township Twenty two (22) North Range seven (7) ^west containing Eighty (80) acres

2303 The East half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Eleven (11) ^west containing one hundred and twenty (120) acres.

2304 The North West Quarter (¼) of the North West Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

2305 The South East Quarter (¼) of the North West Quarter ¼ section Thirteen (13) Township Twenty nine (29) North Range Ten (10) ^west containing Forty (40) acres.

2306 The North East Quarter (¼) of the North West Quarter ¼ section seventeen (17) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2307 The North West Quarter ¼ of the North East Quarter (¼) section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

2308 The South West Quarter (¼) of the North West Quarter (¼) section Fifteen (15) Township Twenty nine (29) North Range Six (6) West containing Forty (40) acres.

2309 The North West fr. ¼ Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Thirteen (13) West containing Thirty two 77/100 (32.78) acres.

2310 The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty (20) North Range (6) West containing Forty (40) acres.

2311 The North East Quarter (¼) of the North East Quarter (¼) section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

2312 The South half (½) of the South West Quarter (¼) section Thirty five (35) Township Twenty eight (28) North Range Twelve (12) West containing Eighty (80) acres.

*2313 The North West Quarter (¼) of the North East Quarter (¼) and the North half of the North West Quarter ¼ Section Twenty three (23) Township Twenty two (22) North Range seven (7) West containing one hundred an twenty (120) acres.

2314 The East half of the North East Quarter (¼) section Fifteen (15) Township Twenty four (24) North Range twelve (12) West containing Eighty (80) acres.

2315 The South West fr. ¼ Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township

Twenty seven (27) North Range seven (7) West containing Thirty $^{68}/_{100}$ (30.68) acres.

2316 The South East Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2317 The North East Quarter (¼) of the North East Quarter (¼) section nine (9) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2318 The South East Quarter (¼) section nineteen (19) Township Twenty four (24) North Range Ten (10) West containing one hundred and sixty (160) acres.

2319 The North West fr.ᵃˡ Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range seven (7) West containing Thirty one $^{15}/_{100}$ (31.15) acres.

2320 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty (20) North Range seven (7) West containing Forty (40) acres.

2324 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2325 The South East Quarter (¼) of the North East Quarter (¼) section Thirteen (13) Township Twenty one (21) North Range Five (5) West containing Forty (40) acres.

2328 The North East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

2329 The South East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

The South West Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township

2334 Twenty three (23) North Range six (6) West containing Forty (40) acres.

2335 The North half of the South West Quarter (¼) Section Nine (9) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

The South East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty seven (27)

2336 North Range Thirteen (13) West containing Forty (40) acres.

The West half of the North West Quarter (¼) Section Eleven (11) Township Twenty eight (28)

2337 North Range Eighteen (18) West containing Eighty (80) acres.

The north half of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23)

2339 North Range seven (7) West containing Eighty (80) acres.

The South East Quarter of the South West Quarter (¼) Section Twenty nine (29) Township

2340 Twenty six (26) North Range seven (7) West containing (40) acres.

The North West Quarter (¼) of the North East Quarter (¼) Section Twenty five (25) Township

2341 Twenty four (24) North Range seven (7) West containing Forty (40) acres.

The North half of the North West Quarter (¼) Section Twenty nine (29) Township Twen

2346 ty one (21) North Range six (6) West containing Eighty (80) acres.

2347 The North West Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range fifteen (15) West containing one hundred and sixty (160) acres.

The South East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Town

2360 ship Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

The North half of the South East Quarter (¼) Section Thirteen (13) Township Twenty

2351 five (25) North Range Nine (9) West containing Eighty (80) acres.

The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29)

2353

Township Twenty seven (27) North Range Eleven (11) West containing Forty (40) acres.

2354 The East half of the North East Quarter (¼) Section Nineteen (19) Township Twenty nine (29) North Range seven (7) West containing Eighty (80) acres.

2355 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

2356 The South half of the North East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing Eighty (80) acres.

2357 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

The North West Quarter (¼) of the South West Quarter (¼) Section Seventeen (17) Township

2358 five (25) North Range Fourteen (14) West containing Forty (40) acres.

2360 The East half of the North East Quarter (¼) Section Twenty seven (27) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty (80) acres.

The South West Quarter (¼) of the North West Quarter (¼) Section seventeen (17) Town

2363 ship Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

2364 The north fr.ᵃˡ half of the South West Quarter (¼) Section Nineteen (19) Township Twenty three (23) North Range six (6) West containing seventy nine $^{71}/_{100}$ (79.71) acres.

2365 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty (20) North Range seven (7) West containing Forty (40) acres.

The South East Quarter (¼) of the South West Quarter (¼) Section Nine (9) Township

2366 Twenty three (23) North Range six (6) West containing Forty (40) acres.

2367 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range six West containing Forty (40) acres.

2369 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2370 The South half of the North East Quarter (¼) Section one (1) Township Twenty seven (27) North Range sixteen (16) West containing Eighty (80) acres.

2371 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range eight (8) West containing Forty acres.

The South East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼)

2372 of the South West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Thirteen (13) West containing Eighty (80) acres

The East half of the North West Quarter (¼) and the North East Quarter of the South

2373 West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range nine (9) West containing one hundred and twenty (120) acres.

2375 Lot Four (4) section Eleven (11) Township Twenty six (26) North Range Thirteen (13) West containing Thirty Eight $^{25}/_{100}$ (38.25) acres.

2377 The South West Quarter (¼) of the South West Quarter (¼) Section seventeen (17) Township Twenty five (25) North Range Eight (8) West containing Forty (40) acres.

2378 The South East Quarter (¼) of the South West Quarter (¼) and South West Quarter (¼) of the South East Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range Eight (8) West contai

ning Eighty (80) acres.

2381 The North West Quarter (¼) of the South West Quarter (¼) Section Seventeen (17) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

2384 The East half of North West Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2385 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range Ten (10) West containing Forty (40) acres.

2386 The South half of the North West Quarter (¼) Section one (1) Township Twenty five (25) North Range Eight (8) West containing ~~Forty~~ Eighty (80) acres.

2387 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range nine (9) West containing Forty (40) acres.

2388 The West half of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

2389 The North West Quarter (¼) of the North East Quarter (¼) Section nineteen (19) Township Thirty one (31) North Range Twelve (12) West containing Forty (40) acres.

2390 The East half of the North East Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range nine (9) West containing Eighty (80) acres.

2891 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Thirty (30) North Range Eleven (11) West containing Eighty (80) acres.

2392 The North fr. ½ half of the North West Quarter (¼) Section one (1) Township Twenty five (25) North Range Eight (8) West containing Eighty one 31/100 (81.31) acres.

2393 The West fr. ½ half of the South West Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range nine West containing sixty five 64/100 (65.64) acres.

2394 The North fr. ½ half of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty three (23) North Range Eight (8) West containing one hundred and thirty six 32/100 (136.32) acres.

2398 The West half of the North East Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

2399 The North half of the North West Quarter (¼) Section Twenty one (21) Township Thirty (30) North Range Eleven (11) West containing Eighty (80) acres.

2400 The North West Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

2401 The South East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

2402 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2403 The North West Quarter of the North East Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2404 The South West Quarter (¼) of the North West quarter and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres.

2405 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35)

Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2408 The North West Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range Eight (8) West containing Forty (40) acres.

2410 The South West Quarter (¼) of the North West Quarter (¼) section Eleven (11) Township Twenty Eight (28) North Range Twelve (12) West containing Forty (40) acres.

2411 The East half of the North West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.

2413 The North East Quarter ¼ of the North West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2414 The West half of the North West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range Eight (8) West containing Eighty (80) acres.

2416 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range Four (4) West containing Forty (40) acres.

2417 The South East Quarter (¼) Section Seven (7) Township Twenty three (23) North Range six (6) West containing one hundred and sixty (160) acres.

2418 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township twenty two (22) North Range six (6) West containing Eighty (80) acres.

2419 The South half of the South West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range six (6) West containing Eighty (80) acres.

2420 The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty one (21) North Range five (5) West containing Forty (40) acres.

2426 The North East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2425 The South East Quarter (¼) Section seven (7) Township Twenty four (24) North Range Eight (8) West containing one hundred and sixty (160) acres.

2426 The South East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

2427 The South West Quarter of the North East Quarter Section seven (7) Township Thirty (30) North Range Eleven (11) West containing Forty (40) acres.

2429 The North East Quarter (¼) of the South East Quarter (¼) Section seventeen (17) Township Twenty (20) North Range one (1) West containing Forty (40) acres.

2430 The North West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2431 The South half of the South East Quarter (¼) Section Eleven (11) Township Twenty nine (29) North Range Ten (10) West containing Eighty (80) acres.

2432 The South West Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range six (6) West containing Forty (40) acres.

2433 The South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range seven (7) West containing Two hundred (200) acres.

2434 The North half of the South East Quarter (¼) and the South West Quarter (¼) of the

South East Quarter Section nineteen (19) Township Thirty (30) North Range Eight (8) West containing one hundred and twenty (120) acres

2435 The North East Quarter of the North East Quarter (¼) Section nineteen (19) Township Twenty seven (27) North Range Sixteen (16) West containing Forty (40) acres.

2437 The South East Quarter (¼) of the North East Quarter (¼) Section seven (7) Township Twenty four (24) North Range Eight (8) West containing Forty (40) acres.

2438 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2439 The North East Quarter (¼) of the North East Quarter (¼) Section seven (7) Township Twenty seven (27) North Range Fifteen (15) West containing Forty (40) acres.

2440 The South West Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2441 The South West Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty five (25) North Range Eight (8) West containing Forty (40) acres.

2443 The East half of the South East Quarter (¼) Section seventeen (17) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2445 The North West Quarter (¼) of the North West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

2446 The East half of the South East Quarter (¼) Section one (1) Township Twenty six (26) North Range Fifteen (15) West containing Eighty (80) acres.

2448 The West half of the South East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Eight (8) West containing Eighty (80) acres.

2449 The East half of the South West Quarter (¼) Section Eleven (11) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2452 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range Ten West containing Forty (40) acres

2453 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty one (21) North Range Six (6) West containing Forty (40) acres.

2454 The South half of the North East Quarter (¼) ~~of the~~ and the North East Quarter (¼) of the South East Quarter (¼) Section seventeen (17) Township Twenty three (23) North Range seven (7) West containing one hundred and twenty (120) acres.

2457 The South West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Eight (8) West containing one hundred and sixty (160) acres.

2460 The South West Quarter (¼) of the South West Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range Eleven (11) West containing Forty four 25/100 (44.25) acres.

2461 The East half of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

2462 The North half of the North West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Eight West containing Eighty (80) acres.

2463 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty nine (29) North Range sixteen (16) West containing Forty (40) acres.

2464 The North West Quarter (¼) of the South West Quarter (¼) Section seventeen (17) Township

Twenty three (23) North Range six (6) West containing Forty (40) acres.

2465 The North West fr.ᶜ Quarter (¼) Section one (1) Township Twenty three (23) North Range six West containing one hundred and seventy three 96/100 (173.96) acres.

2466 The North half of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2467 The East half of the South East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

2468 The North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty (20) North Range Six (6) West containing Forty (40) acres.

"2469 The South East Quarter (¼) of the North West Quarter (¼) and the East half of the South West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range seven (7) West containing one hundred and twenty (120) acres.

2470 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty one (21) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

"2471 The North half of the North West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range seven (7) West containing Eighty (80) acres.

2473 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2474 The South West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range seventeen (17) West containing Forty (40) acres.

2475 The South East Quarter (¼) of the South East Quarter (¼) Section three (3) Township Twenty (20) North Range seven (7) West containing Forty (40) acres.

2476 The South West Quarter (¼) of the North East Quarter (¼) Section seventeen (17) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2477 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2478 The South half of the North East Quarter Section Thirty five (35) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

2479 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

2480 The North half of the South East Quarter (¼) Section Twenty seven (27) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2481 The East half of the South East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Nine (9) West containing Eighty (80) acres.

2482 The North West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Twelve (12) West containing Forty (40) acres.

2483 The North half of the South West Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

2485 The East half of the South East Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range Eight West containing Eighty (80) acres.

2489 The North West fr.ᶜ Quarter (¼) of the North West Quarter (¼) Section Nineteen (19) Township Twenty seven (27) North Range Fifteen (15) West containing Forty three 61/100 (43.61) acres.

2490 Lot six (6) Section Five (5) Township Twenty (20) North Range Four (4) West containing Thirty one 25/100 (31.25) acres

The West half of the North East Quarter (¼) Section Thirty three (33) Township Twenty Eight (28)

2492 North Range Eight (8) West containing Eighty (80) acres.

The South West fr.¼ Quarter (¼) of the North West Quarter (¼) and the North West fr.¼ Quarter (¼)

2493 of the South West Quarter (¼) Section Thirty one Township Twenty one (21) North Range six (6)

West containing ninety three 44/100 (93.44) acres.

2494 Lot three (3) Section Five (5) Township Twenty (20) North Range six West containing Forty (40) acres.

The South East Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty two (22) North

2496 Range Five (5) West containing Forty (40) acres.

The East half of the South East Quarter (¼) Section Twenty nine (29) Township Twenty one (21)

2497 North Range six (6) West containing Eighty (80) acres.

The South East Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township

2498 Twenty seven (27) North Range Eighteen (18) West containing Forty (40) acres.

The South West Quarter (¼) of the North West Quarter (¼) Section one (1) Township Twenty seven (27)

2499 North Range Fifteen (15) West containing Forty (40) acres The West fr.½ half of North West Quarter (¼) of Section Seven (7) Township Twenty five (25) North Range Five (5) West containing 86 22/100 acres. The South West Quarter (¼) of the South West Quarter (¼) Section

2502 Twenty three (23) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres

2503 The North West Quarter (¼) of the South East Quarter (¼) Section seventeen (17) Township Twen-

2506 ty six (26) North Range Twelve (12) West containing Forty (40) acres.

The North fr.½ half of the North West Quarter (¼) Section Thirty one (31) Township Twenty five

2506 (25) North Range Fourteen (14) West containing eighty four 87/100 (84.87) acres.

The North East Quarter ¼ Section Thirty three (33) Township Twenty four (24) North Range

2510 Eight (8) West containing one hundred and sixty (160) acres

2511 ~~The~~ West fr. half of the ~~East~~ North West Quarter (¼) Section nineteen (19) Township Twenty four (24)

North Range Eight (8) West containing Eighty two 74/100 (82.74) acres.

2513 The North East Quarter (¼) of the South East Quarter (¼) Section nineteen (19) Township

Twenty five (25) North Range Thirteen (13) West containing Forty (40) acres.

2514 The South East Quarter (¼) of the North West Quarter (¼) Section Nineteen (19) Township Twen-

ty five (25) North Range Thirteen (13) West containing Forty (40) acres.

2517 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township

Twenty five (25) North Range six (6) West containing Forty (40) acres.

2521 The South East Quarter (¼) of the South East Quarter (¼) Section Seven (7) Township Twenty five (25)

North Range Fourteen (14) West containing Forty (40) acres.

H 2522 The South East Quarter (¼) of the South East quarter (¼) Section Twenty seven (27) Township Twenty five

(25) North Range six (6) West containing Forty (40) acres.

2523 The North East Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty three (23)

North Range six (6) West containing Forty (40) acres.

2525 The North West Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty seven (27)

North Range Thirteen (13) West containing Forty (40) acres

2526 The South East Quarter (¼) of the South East Quarter (¼) Section Seven (7) Township Twenty

seven (27) North Range Sixteen (16) West containing Forty (40) acres.

2527 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty

seven (27) North Range sixteen (16) West containing Forty (40) acres.

2528 The The North East Quarter (¼) of the North East Quarter (¼) Section nine (9) Township Thirty (30) North

Range Eleven (11) West containing Forty (40) acres.

2529 The North West Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range Eight (8)

West containing one hundred and sixty (160) acres.

2531 The North East Quarter (¼) of the South East Quarter (¼) section nine (9) Township Twenty six (26) North

Range eight (8) West containing Forty (40) acres

2533 The South East Quarter (¼) of the South East Quarter (¼) section five (5) Township Twenty three (23)

North Range Eight West containing Forty (40) acres.

2534 The South East Quarter (¼) of the North East Quarter (¼) section Thirty five (35) Township Twenty

(20) North Range Seven (7) West containing Forty (40) acres.

2536 The North west Quarter (¼) of the South East Quarter (¼) Section (29) Township Twenty four (24) North

Range six (6) West containing Forty (40) acres

2537 The North half of the South East Quarter (¼) Section Thirty three (33) Township Twenty four (24)

North Range six (6) West containing Eighty (80) acres.

2538 The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the

South East Quarter (¼) Section Three (3) Township Twenty three (23) North Range Seven (7) West

containing Eighty (80) acres.

2539 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township

Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

2541 The South half of the North East Quarter (¼) Section seventeen (17) Township Twenty five (25)

North Range Thirteen (13) West containing Eighty (80) acres.

2542 The West half of the South West Quarter (¼) Section Thirty five (35) Township Twenty five

(25) North Range nine (9) West containing Eighty (80) acres.

2544 The South East Quarter (¼) of the North West Quarter (¼) and the East half of the South West

Quarter (¼) Section seventeen (17) Township Twenty two (22) North Range seven (7) West contain-

ing one hundred and twenty (120) acres.

2547 The North East Quarter (¼) of the North West Quarter Section nineteen (19) Township Twenty

one (21) North Range six West containing Forty (40) acres

2549 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty two

(23) North Range eight West containing Forty (40) acres.

2550 The South West Quarter (¼) of the North West Quarter (¼) and the North half of the South West Quarter (¼)

Section seventeen (17) Township Twenty six (26) North Range Nineteen (19) West containing

one hundred and twenty (120) acres.

2551 The East half of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five

(25) North Range five (5) West containing Eighty (80) acres.

2552 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Eighteen (18) North Range

Four (4) West containing Forty (40) acres.

2553 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Town-

ship Twenty seven (27) North Range sixteen (16) West containing Forty (40) acres

2555 The South West Quarter (¼) of the North East Quarter (¼) Section five (5) Township Twenty four (24) Range nine (9) West

and the South East Quarter (¼) of the North West Quarter (¼)

2556 The south East Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township

Twenty three (23) North Range Nine (9) West containing Forty (40) acres

2558 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Eleven (11) West containing Forty (40) acres.

2559 The South West Quarter (¼) of the North East Quarter (¼) Section seventeen (17) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

2561 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Thirty (30) North Range (10) West containing Forty (40) acres.

2562 Lot Eight (8) and North West Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty nine (29) North Range Twelve (12) West containing Eighty Eight Two (88.78) acres.

2568 Lot seven (7) section nine (9) Township Twenty nine (29) North Range Twelve (12) West containing sixty 56/100 (60.56) acres.

2566 The South East Quarter (¼) of the South West Quarter (¼) Section five (5) Township twenty six (26) North Range Thirteen (13) West containing Forty (40) acres.

2567 The North East Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty six (26) North Range Twelve (12) West containing Forty (40) acres.

2568 The South half of the North East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range five (5) West containing Eighty (80) acres.

2569 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Twelve (12) West containing Forty (40) acres.

2570 The South East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range seventeen (17) West containing Forty (40) acres.

2572 The North half of the North East Quarter (¼) Section Thirty three (33) Township Thirty (30) North Range Eleven (11) West containing Eighty (80) acres

2573 The East half of the South West Quarter (¼) and the West half of the South East Quarter (¼) Section Thirty three (33) Township Thirty North Range Eleven (11) West containing one hundred and sixty (160) acres.

2574 The South half of the South West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range Nine (9) West containing Eighty (80) acres.

2575 The North West Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty (160) acres

2576 The North ~~West~~ West for ~~Quarter~~ Quarter of the North East Quarter (¼) Section Five (5) Township Twenty four (24) North Range five ^west containing ~~thirty five 65/100~~ (71.19) acres.

2577 The South half ~~[illegible]~~ of the South west Quarter (¼) Section nine (9) Township Twenty two (22) North Range seven (7) West containing eighty (80) acres

2579 The North half of the North East Quarter (¼) Section Thirty three (33) Township Twenty eight (28) North Range Twelve (12) West containing eighty (80) acres.

2580 The North West Quarter (¼) of the North East Quarter ^(¼) Section Twenty one (21) Township Twenty seven (27) North Range Eight (8) West containing Forty (40) acres.

2581 The North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Eight (8) West containing Forty (40) acres.

2582 The South West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Nine West containing Forty (40) acres.

2583 The North West Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range Eight (8) West containing Forty (40) acres.

2584 The North West Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres

2585 The North West Quarter (¼) of the North East Quarter (¼) Section Nineteen (19) Township Twenty seven (27) North Range Eight (8) West containing Forty (40) acres.

2588 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty ^north Range two (2) West containing Eighty (80) acres.

2589 The South West half of the South East Quarter (¼) ^of the South East Quarter (¼) Section Five (5) Township Twenty four (24) North Range Ten (10) West containing Twenty (20) acres.

2590 The North East half of the South East Quarter (¼) of the South East Quarter (¼) Section Five (5) Township Twenty four (24) North Range Ten West containing Twenty (20) acres

2591 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven North Range Eight West containing Forty (40) acres.

2592 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty Eight (28) North Range Twelve (12) West containing Forty (40) acres.

2598 The South East Quarter (¼) Section Thirty five (35) Township Twenty one (21) North Range Two (2) West containing one hundred and sixty (160) acres.

2594 The North West Quarter (¼) of the North West Quarter (¼) Section Nine (9) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2595 The North West Quarter (¼) ^of South West Qr. Section Eleven (11) Township Twenty Eight (28) North Range Thirteen (13) West containing Forty (40) acres. The North half of the South East Quarter (¼) Section Three (3) Township Twenty five (25) North Range seven (7) West containing eighty (80) acres.

2596 Lot seven (7) Section Thirty five (35) Township Twenty six (26) North Range Thirteen (13) West containing Forty ~~60~~/100 (40.60) acres

2601 The South West Quarter (¼) of the north west Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

2602 The South West Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty six (26) North Range Thirteen (13) West containing Forty (40) acres

2603 The South West Quarter (¼) of the North West Quarter (¼) Section Seventeen (17) Township Twenty four (24) North Range eight (8) West containing Forty (40) acres.

2604 The North West Quarter (¼) of the North East Quarter (¼) Section seventeen (17) Township Eighteen (18) North Range Two (2) West containing ~~Forty~~ (40) acres

2605 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range Eight West containing Forty (40) acres.

2606 The West half of the North West Quarter (¼) Section Twenty ^Township five (25) North Range seven (7) ^west containing eighty (80) acres

2607 The South half of the North West Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range six (6) West containing one hundred and twenty (120) acres.

2608 The South half of the South West Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

2609 The South half of the North East Quarter Section one (1) Township Twenty four (24) North Range

Eight West containing eighty (80) acres.

2610 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range sixteen (16) West containing forty (40) acres.

2611 The North East Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty five (25) North Range Eleven (11) West containing Forty (40) acres

2613 The South half of the South East Quarter Section Fifteen (15) Township Twenty seven North Range eight (8) West containing eighty (80) acres.

2614 The South half of the South West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range eight West containing eighty (80) acres.

2615 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty eight (28) North Range eight (8) West containing Forty (40) acres.

#2618 The South half of the North West Quarter Section nineteen (19) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty three 4/100 (83.4) acres.

The East half of the South East Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range Ten (10) West containing eighty (80) acres

2620 The North West Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12) West containing Thirty three 72/100 (33.72) acres.

2621 The South half of the South East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Eight (8) West containing eighty (80) acres.

2622 The West half of the South West Quarter (¼) Section Fifteen (15) Township Twenty seven (27) North Range Twelve (12) West containing eighty (80) acres.

2623 The South East Quarter (¼) of the North West Quarter (¼) Section seventeen (17) Township Nineteen (19) North Range six (6) West containing Forty (40) acres

2624 The South West Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2626 The North half of the South West Quarter (¼) and the West half of the South East Quarter ¼ Section seventeen (17) Township Twenty six (26) North Range Four (4) West containing one hundred and sixty (160) acres.

2627 The West half of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range four (4) West containing eighty (80) acres.

#2628 The South West Quarter (¼) of the North East Quarter (¼) and North west qr of South East qr Section Twenty seven (27) Township Twenty six (26) North Range six (6) West containing eighty (80) acres.

2631 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Nine (9) West containing Forty (40) acres.

2638 The North West Quarter (¼) of the North West Quarter Section Seventeen (17) Township Thirty (30) North Range eight (8) west containing Forty (40) acres.

2635 The South West Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

2637 The North half of the South East Quarter (¼) Section Nine (9) Township Twenty three (23) North Range Ten (10) West containing eighty acres.

2638 The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty three (23) North Range Ten (10) West containing Forty (40) acres.

2639 The south half of the South East Quarter (¼) Section seventeen (17) Township Twenty three (23) north Range six (6) West containing eighty (80) acres.

2640 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township Twenty (20) North Range Four (4) West containing Forty (40) acres.

2641 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Fifteen (15) West containing Forty (40) acres.

2642 The West fr ½ half of the North West Quarter (¼) Section nineteen (19) Township Twenty three (23) North Range seven (7) West containing seventy six 97/100 (76.97) acres.

#2643 The South half of the North West Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

2645 The North West Quarter (¼) of the South East Quarter (¼) Section Nine (9) Township Twenty four (24) North Range Twelve (12) West containing forty (40) acres.

2646 The North fr ½ half of the North West Quarter Section Thirty one (31) Township Twenty four (24) North Range nine (9) West containing Eighty two 67/100 (82.67) acres.

2648 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2652 The North half of the North East Quarter Section Thirty one (31) Township Twenty five (25) North Range Fourteen (14) West containing eighty (80) acres.

2654 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter of the North West Quarter Section seven (7) Township Twenty five (25) North Range nine (9) West containing Eighty 80/100 acres.

2655 The East half of the South East Quarter (¼) Section Three (3) Township Twenty six (26) North Range Fifteen (15) West containing Eighty (80) acres.

2657 The South East Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty one (21) North Range six (6) West containing Forty (40) acres.

2658 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range six (6) West containing Forty (40) acres.

2661 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Thirteen Township Twenty three (23) North Range six (6) West containing eighty (80) acres

2662 The East half of the South West Quarter Section one (1) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

2668 The North half of the North East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Thirteen (13) West containing eighty (80) acres.

2666 The North East Quarter of the North West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range six (6) West containing Forty (40) acres.

2667 The West half of the South West Quarter (¼) Section one (1) Township Twenty three (23) North Range Nine (9) West containing eighty (80) acres.

2668 The North fr ½ half of the North West Quarter (¼) Section seven (7) Township Twenty three (23) North Range eight (8) West containing Eighty five 65/100 (85.65) acres.

2669 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty one (21) North Range Seven (7) West containing Forty (40) acres.

2670 The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of

the South West Quarter (¼) Section Thirty five (35) Township Twenty one (21) North Range seven (7) West containing eighty (80) acres.

2672 The South half of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range seven (7) West containing one hundred and twenty (120) acres.

2673 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2674 The East half of the North West Quarter ¼ and the South West Quarter ¼ of the North West Quarter ¼ Section Eleven (11) Township Twenty seven (27) North Range seven (7) West containing one hundred and twenty (120) acres.

Wm H L 2676 ~~(The East half of the South West Quarter (¼) of the South East Quarter Section Twenty five (25) Township Twenty four (24) North Range five (5) West containing forty (40) acres.)~~

2678 The South half of the South East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Twelve (12) West containing eighty (80) acres.

#2677 #3912 The North West Quarter (¼) of the South West Quarter Section seventeen (17) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

2680 The North fr. half of Section Three (3) Township Twenty two (22) North Range one (1) West containing Three hundred and twenty four 56/100 (324.56) acres.

2681 The South West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2683 The North West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty nine (29) North Range seven (7) West containing Forty (40) acres.

2685 The North half of the North East Quarter and the North East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Eight (8) West containing one hundred and twenty (120) acres.

2686 The North half of the South West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range nine West containing Eighty (80) acres.

2687 The South half of the South East Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range Thirteen (13) West containing Eighty (80) acres.

2688 The South half of the South West Quarter Section Twenty nine (29) Township Twenty four (24) North Range eight (8) West containing eighty (80) acres.

2689 The South half of the South West Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range seven (7) West containing eighty (80) acres.

2690 The East half of the South West Quarter (¼) Section Five (5) Township Twenty nine (29) North Range Nine West containing eighty (80) acres.

2691 The South West fr. Quarter (¼) of the North West Quarter (¼) Section seven (7) Township Twenty three (23) North Range eight (8) West containing forty five 75/100 (45.75) acres.

2692 The South East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty (160) acres.

2693 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Thirty (30) North Range nine (9) West containing Forty (40) acres.

2694 The North West Quarter ¼ of the South East Quarter ¼ Section Nine (9) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

2695 The South West Quarter (¼) of the South East Quarter (¼) Section five (5) Township Twenty nine (29) North Range Sixteen (16) West containing Forty (40) acres.

#2696 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty (20) North Range four (4) West containing Forty (40) acres.

2699 The North East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township nineteen (19) North Range six (6) West containing Forty (40) acres.

2700 The South West Quarter (¼) Section Eleven (11) Township Twenty seven (27) North Range seven (7) West containing one hundred and sixty (160) acres.

2701 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2702 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Thirty one (31) North Range Fourteen (14) West containing Forty (40) acres.

2703 The South East Quarter (¼) of the South West Quarter (¼) and the South half of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Fifteen (15) West containing one hundred and twenty (120) acres.

2705 The South fr. half of the South West Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range eight (8) West containing seventy seven 56/100 (77.56) acres.

2707 The South West Quarter of the South East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Fifteen (15) West containing Forty (40) acres.

2708 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2710 The South East Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

2711 The South West Quarter (¼) of the North West Quarter (¼) Section Seventeen (17) Township Twenty six (26) North Range Seven (7) West containing Forty (40) acres.

2712 The North East Quarter (¼) of the North East Quarter (¼) Section Seven (7) Township Thirty (30) North Range Fourteen (14) West containing Forty (40) acres.

#2714 The South East Quarter (¼) of the ~~North~~ South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing Forty (40) ~~Forty (40)~~ acres.

2715 The North West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty one (21) North Range Seven (7) West containing Forty (40) acres.

2716 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range nine (9) West containing Forty (40) acres.

2717 The North West Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range eight West containing Forty (40) acres.

2719 The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty six (26) North Range Nine (9) West containing Forty (40) acres.

2720 The North West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres

2721 The East half fr. of the North West Quarter ¼ Section Thirty three (33) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2723 The North East fr.c Quarter (¼) of the North East Quarter (¼) Section one (1) Township nineteen (19) North Range six West containing Forty six 91/100 (46.91) acres

#2725 The North half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Thirteen (13) West containing Eighty (80) acres.

2726 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range nine (9) West containing Forty (40) acres.

2727 The West half (½) of the North West Quarter (¼) Section Twenty one (21) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

2728 The West half (½) of the North West Quarter (¼) and the West half of the South West Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Twelve (12) West containing one hundred and sixty (160) acres.

2729 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six North Range eight (8) West containing Forty (40) acres.

2730 The West fr.c half of the North West Quarter (¼) Section Five Township Twenty four (24) North Range nine (9) West containing Eighty one 18/100 (81.18) acres

2731 The East half (½) of the South East Quarter (¼) Section Twenty three (23) Township Thirty (30) North Range ~~seven (7)~~ West containing ~~Eighty (80)~~ acres.

2732 The South West fr.c Quarter (¼) of the South West Quarter (¼) Section Seven (7) Township Thirty (30) North Range Twelve (12) West containing Thirty 21/100 (30.21) acres.

2733 The South West Quarter (¼) Section Three (3) Township Twenty three (23) North Range eight West containing one hundred and Sixty (160) acres

#2734 The North East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty four (24) North Range eight (8) West containing Forty (40) acres.

2735 The East half of the North West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

2736 The North West Quarter (¼) of the North East Quarter Section Thirty five (35) Township Twenty four (24) North Range nine West containing Forty (40) acres

2737 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty (20) North Range six (6) West containing Forty (40) acres.

2738 The West half of the South East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Five West containing eighty (80) acres.

2739 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Thirty one (31) North Range Fourteen (14) West containing Forty (40) acres

2740 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2741 The South East Quarter (¼) of the South West Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2742 The East half of the South East Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range Nine (9) West containing Eighty (80) acres.

2743 The South half of the North East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres

2744 The North West Quarter (¼) Section Twenty five (25) Township Twenty four (24) North Range

Eight (8) West containing one hundred and sixty (160) acres.

2745 The South East Quarter (¼) Section Thirty three (33) Township Twenty Eight (28) North Range seven (7) West containing one hundred and sixty (160) acres

#2747 The North West Quarter (¼) of the ~~North~~ South East Quarter (¼) The South half of the South West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty three (23) North Range Five (5) West containing one hundred and sixty (160) acres

#2748 The North East Quarter of the North East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Seven (7) ~~N~~ west containing Forty (40) acres

2750 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

2751 The North half of the North East Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range seven (7) West containing eighty (80) acres.

2752 The North West fr.c Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range seven (7) West containing Thirty nine 9/100 (39.09) acres.

2754 The North West fr.c Quarter (¼) of the North West Quarter (¼) Section one (1) Township Twenty one (21) North Range seven (7) West containing Fifty two 11/100 (52.11) acres.

2755 The West half of the South East Quarter (¼) Section seventeen (17) Township Twenty two (22) North Range seven (7) West containing eighty (80) acres.

2756 The South East Quarter (¼) of the South West Quarter Section Five (5) Township Twenty nine (29) North Range six (6) West containing Forty (40) acres.

2757 The North West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Eight (8) West containing one hundred and sixty (160) acres

2758 The South East Quarter (¼) Section Thirty three (33) Township Twenty one (21) North Range seven (7) West containing one hundred and sixty (160) acres.

2759 The South West Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

2760 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty eight (28) North Range seven (7) West containing Forty (40) acres.

2761 The South half of the North East Quarter (¼) Section Thirty three (33) Township Twenty one (21) North Range seven (7) West containing eighty (80) acres.

2762 The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Three (3) West containing Forty (40) acres.

2763 The South West Quarter (¼) of the North East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

2764 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Eleven (11) West containing Forty (40) acres.

2765 The South half of the North West Quarter (¼) Section one (1) Township Twenty four (24) North Range Nine (9) West containing Eighty (80) acres.

2768 The West half of the North East Quarter (¼) Section seven (7) Township Twenty four (24) North Range Eight West containing Eighty (80) acres.

2770 The North fr.c half of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12)

West containing one hundred and nine Two (109. 14) acres

The South East Quarter (¼) of Sec South East Quarter (¼) The West half of the South East Quarter and the East half of the

2771 South West Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Eight (8)

West containing Two hundred (200) acres.

The South West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township nineteen

2772 (19) North Range Two (2) West containing Forty (40) acres.

The North West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township

2773 Twenty five (25) North Range Five (5) West containing Forty (40) acres.

The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼)

2774 of the South East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range

Thirteen (13) West containing Eighty (80) acres.

The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) section one (1) Township Twen-

* 2776 ty two (22) North Range seven (7) West containing Forty seven 34/100 (47. 34) acres.

2780 The West half of the North West Quarter (¼) Section Twenty five (25) Township Twenty six (26)

North Range Nine (9) West containing eighty (80) acres.

The North half of the North East Quarter (¼) Section seventeen (17) Township Twenty three

2781 (23) North Range six (6) West containing eighty (80) acres.

The South East Quarter (¼) of the North East Quarter (¼) Section eleven (11) Township Twenty

2782 eight (28) north Range Thirteen (13) West containing Forty (40) acres.

The South West Quarter (¼) of the South East Quarter (¼) Section Five (5) Township

2783 Twenty nine (29) North Range nine (9) West containing Forty (40) acres

The South East Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township

2785 Twenty seven North Range Twelve (12) West containing Forty (40) acres.

The North half of the South West Quarter (¼) and the South East Quarter (¼) of the

2788 South West Quarter of Section Thirteen (13) Township Twenty three (23) North Range

nine West containing one hundred and twenty (120) acres.

The North East Quarter (¼) of the North East Quarter (¼) Section seven (7) Township Twenty four (24)

2789 North Range Eight (8) West containing Forty (40) acres.

The South West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twen-

2790 ty five (25) North Range Eight (8) West containing Forty (40) acres.

The North East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township

2791 Twenty one (21) North Range seven (7) West containing Forty (40) acres.

The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the

2792 of the South East Quarter ¼ Section one (1) Township Twenty three (23) North Range Eight

(8) West containing Eighty (80) acres.

The North West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township

2793 Twenty seven (27) North Range seven (7) West containing Forty (40) acres.

The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township

2794 Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

The North half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the

2795 North East Quarter (¼) Section Thirty five (35) Township Twenty one (21) North Range

seven (7) West containing one hundred and twenty (120) acres.

2796 The South half (½) of the South West Quarter (¼) Section Twenty five (25) Township Twenty one (21)

North Range seven (7) West containing eighty (80) acres.

2797 The South half (½) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty four

(24) North Range Eight (8) West containing Eighty (80) acres

2798 The North West Quarter (¼) of the South West Quarter (¼) Section eleven (11) Township Twenty-

three (23) North Range nine (9) West containing Forty (40) acres.

#2799 The North East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township

Twenty three (23) North Range Nine (9) West containing Forty (40) acres.

#2801 The South East Quarter (¼) of the North West Quarter (¼) Section seventeen (17) Township Twenty

six (26) North Range nine (9) West containing Forty (40) acres.

2803 The East half (½) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty four

(24) North Range eight (8) West containing eighty (80) acres.

2804 The North East Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty

five (25) North Range Fourteen (14) West containing Forty (40) acres.

2805 The North half (½) of the South East Quarter (¼) Section seventeen (17) Township Twenty three

(23) North Range six (6) West containing eighty (80) acres.

2806 The South West Quarter (¼) Section nine (9) Township Twenty four (24) North Range Eight

(8) West containing one hundred and sixty (160) acres.

2807 The South half (½) of the South East Quarter (¼) Section Thirty three (33) Township

Thirty (30) North Range Eight (8) West containing Eighty (80) acres.

The South half (½) of the South West Quarter (¼) Section Twenty three (23) Township Twen-

2810 ty four (24) North Range Nine (9) West containing Eighty (80) acres.

2811 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township

Twenty seven (27) North Range Eight (8) West containing Forty (40) acres.

2812 The North West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township

Twenty seven (27) North Range six (6) West containing Forty (40) acres.

The South half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼)

#2813 Section Twenty one (21) Township Thirty one (31) North Range Thirteen (13) West containing

one hundred and sixty (160) acres.

2814 The West fr. ½ half (½) of the North East Quarter (¼) Section one (1) Township Twenty

three (23) North Range seven West containing Eighty four 70/100 (84.70) acres.

2816 The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) Section one (1) Township

Twenty three (23) North Range seven (7) West containing Forty five 29/100 (45.29) acres.

2817 The North East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township

Twenty four (24) North Range Eight (8) West containing Forty (40) acres.

2818 The North fr. ¼ half (½) of the North West Quarter (¼) and the North West Quarter (¼)

of the South West Quarter (¼) Section seven (7) Township Twenty three (23) North Range

seven (7) West containing one hundred and seventeen 17/100 (117.17) acres

2821 The south half (½) of the South West Quarter (¼) Section Twenty seven (27) Township

Twenty one (21) North Range seven (7) West containing eighty (80) acres.

The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) and the South fr. ¼ half

2822 (½) of the North West Quarter (¼) Section Three (3) Township Twenty five (25)

North Range six (6) West containing one hundred and nineteen 97/100 (119.97) acres.

2824 The South half (½) of the South West Quarter (¼) Section Eleven (11) Township Twenty nine (29) North Range Ten (10) West containing eighty (80) acres.

2825 The South East Quarter ¼ of the North West Quarter (¼) Section Thirty three (33) Township Twenty Two (22) North Range Six (6) West containing Forty (40) acres

2826 The South West Quarter (¼) of the North East Quarter (¼) Section nine (9) Township Twenty nine (29) North Range Twelve (12) West containing Forty (40) acres.

2828 The North East Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty two (22) North Range four (4) West containing Forty (40) acres

2829 The West half (½) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty five (25) North Range Eight (8) West containing one hundred and twenty (120) acres.

2830 The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty three (23) North Range five (5) West containing eighty (80) acres.

H 2831 The North East Quarter (¼) of the South West Quarter (¼) Section seven (7) Township Twenty eight (28) North Range ten (10) West containing Forty (40) acres.

2832 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty eight (28) North Range seven (7) West containing Forty (40) acres.

2833 The South West for fr. Quarter (¼) of the South West Quarter (¼) Section seven (7) Township Twenty six (26) North Range eight (8) West containing thirty six 35/100 (36.35) acres.

2834 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty (20) North Range seven (7) West containing Forty (40) acres.

2835 The North West for fr. Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty three (23) North Range six (6) West containing Forty one 77/100 (41.77) acres.

2836 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Nineteen (19) West containing Eighty (80) acres.

2837 The East half (½) of the North East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Twelve (12) West containing Eighty (80) acres.

2838 The South for fr. half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range six (6) West containing seventy eight (78) acres.

2841 The North half (½) of the South West Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Nine (9) West containing eighty (80) acres.

2842 The North half of the South West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range eight (8) West containing eighty (80) acres.

2844 The West half (½) of the North East Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range eight (8) West containing eighty (80) acres.

2845 The South East Quarter (¼) of the South West Quarter (¼) Section seven (7) Township Twenty four (24) North Range six West containing Forty (40) acres.

2840 The North East Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres

2847 The North West Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty two (22) North Range four (4) West containing Forty (40) acres.

2848 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range eight (8) West containing Forty (40) acres.

2850 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing forty (40) acres.

2851 The South West Quarter (¼) The West half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty one (21) North Range Two (2) East containing Two hundred and Eighty (280) acres.

2852 The North East Quarter (¼) of the North East Quarter (¼) section Twenty seven (27) Township Twenty one (21) North Range two (2) East containing Forty (40) acres.

2853 The East half (½) of the South East Quarter (¼) Section Twenty one (21) Township Twenty one (21) North Range Two (2) East containing Eighty (80) acres.

2854 The East half (½) of the South East Quarter (¼) Section ~~Twenty~~ Twenty one (21) Township Twenty seven (27) North Range Eleven (11) West containing Eighty (80) acres.

2855 The East half (½) of the North East Quarter (¼) Section seventeen (17) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

H 2856 C. 3/22. Nov. The South half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12) West containing one hundred and twenty (120) acres.

2857 The North West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty one North Range Four (4) West containing Forty (40) acres.

2858 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty (20) North Range six (6) West containing Forty (40) acres.

2859 The West half (½) of the South West Quarter (¼) Section Twenty three (23) Township Thirty one (31) North Range Thirteen (13) West containing eighty (80) acres.

2860 The South half (½) of the North East Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

H 2861 The East half (½) of the North East Quarter (¼) Section Five (5) Township Twenty three (23) North Range seven (7) West containing Eighty three 57/100 (83 57/100) (80) acres.

2862 The North West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty seven (27) north Range seven West containing Forty (40) acres.

2863 The West for fr. half for (½) of the South West Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range seven (7) West containing sixty nine 81/100 (69.81) acres

2864 The North half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

2865 The North half (½) of the North West Quarter (¼) Section Thirteen (13) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

2866 The South West Quarter (¼) of the North East Quarter (¼) Section Seven (7) Township Twenty four (24) North Range six (6) West containing fourty (40) acres.

2867 The East half (½) of the North East Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

2868 The North half (½) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) Section Twenty five (25) Township Twenty three (23) North Range Eight (8) West containing one hundred and sixty (160) acres.

2869 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Ten (10) West containing Forty (40) acres.

2871 The West half of the North West Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range nine West containing one hundred and twenty (120) acres.

2872 The North East Quarter (¼) of the North West Quarter (¼) Section Seventeen (17) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

2873 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Eleven (11) West containing Forty (40) acres.

#2874 The North four ½ half (½) of the North East Quarter (¼) Section Three (3) Township Twenty one (21) North Range seven (7) West containing one hundred and seven 75/100 (107.75) acres.

2875 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

2876 The North East Quarter (¼) of the North East Quarter (¼) Section nine (9) Township Twenty seven (27) North Range Seven (7) West containing Forty (40) acres.

2877 The North four ½ half (½) of the North East Quarter (¼) Section Five (5) Township Twenty nine (29) North Range sixteen (16) West containing Twenty seven 83/100 (77.83) acres.

2879 The North West Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Township Twenty six North Range eight (8) West containing Thirty nine 57/100 (39.57) acres.

2881 The South half of the South East Quarter (¼) Section Twenty five (25) Township Nineteen (19) North Range four (4) West containing eighty (80) acres.

2882 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty nine (29) North Range ten (10) West containing Forty (40) acres.

2884 The North half of the South East Quarter (¼) Section Five (5) Township Twenty four (24) North Range seven (7) West containing eighty (80) acres.

2886 The South half of the South East Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range nine (9) ~~East~~ West containing Eighty (80) acres.

2887 The South East four ¼ Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range Eight (8) West containing Thirty eight 38 acres

2888 The South East Quarter (¼) of the North East Quarter Section nine (9) Township Twenty seven (27) North Range seven (7) West containing Forty (40) acres.

2889 The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Eight (8) West containing Forty acres.

*2890 The West half (½) of the South West Quarter (¼) Section Twenty three (23) in Township Twenty five (25) North Range eight (8) West containing Eighty (80) acres.

2891 Lot six (6) Section three (3) Township Twenty (20) North Range six (6) West containing Forty (40) acres.

2892 The North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty (20) North Range seven (7) West containing forty (40) acres.

2893 The north half (½) of the North East Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range Five (5) West containing Eighty (80) acres.

2894 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Thirty one (31) North Range Thirteen (13) West containing Forty (40) acres.

2897 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Ten (10) West containing Forty (40) acres.

2898 The South half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range eight (8) West containing one hundred and sixty (160) acres.

2899 The South half of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Thirty (30) North Range ten (10) West containing one hundred and twenty (120) acres.

#2900 The South East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Township Twenty six (26) North Range six (6) West containing Eighty (80) acres

2901 The West half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty (20) North Range six (6) West containing Eighty (80) acres.

2902 The North West Quarter (¼) of the North East Quarter (¼) Section nineteen (19) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

The South West Quarter (¼) of the North East Quarter (¼) The South half (½) of the North West Quarter (¼)

2905 The North half of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range eight West containing Two hundred and forty (240) acres

2907 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Thirteen (13) West containing Forty acres.

2908 The North half (½) of the North East Quarter (¼) The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range six (6) West containing one hundred and sixty (160) acres

2909 The South half (½) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range Seven (7) West containing one hundred and twenty (120) acres.

#2911 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range two (2) West containing Forty (40) acres.

2912 The South West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range one (1) West containing Forty (40) acres.

2913 The South East Quarter (¼) of the South East Quarter (¼) Section five (5) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

2914 The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

2916 The West half (½) of the South East Quarter (¼) Section nine (9) Township Twenty five

(25) Nouth Range Fifteen (15) West containing Eighty (80) acres.

2917 The South East Quarter (1/4) Section Seventeen (17) Township Twenty four (24) North Range Seven (7) West containing one hundred and sixty (160) acres.

2918 Lot one (1) Section Fifteen (15) Township Twenty six (26) North Range Twelve (12) West containing Fifty nine (59) acres.

2920 The South half (1/2) of the South East Quarter (1/4) Section Seven (7) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

2922 The North West Quarter (1/4) of the North East Quarter (1/4) and the East half (1/2) of the North West Quarter (1/4) Section Eleven (11) Township Twenty two (22) North Range seven (7) West containing one hundred and twenty (120) acres.

The East half (1/2) of the North East Quarter (1/4) and the South half 1/2 of the South West Quarter (1/4) and the South East Quarter (1/4) Section Five (5) Township nineteen (19) North Range one (1) East containing Three hundred and fourteen 65/100 (314.65) acres.

The South East Quarter of the North East Quarter (1/4) and the East half (1/2) of the South East Quarter (1/4) Section nine (9) Township Nineteen (19) North Range one (1) East containing one hundred and twenty (120) acres.

2925 ~~The East half (1/2) of the North East Quarter (1/4) and the South half 1/2 of the South West Quarter and the South East Quarter (1/4) Section five (5) Township nineteen (19) North Range one (1) East containing Three hundred and fourteen 65/100 (314.65) acres.~~

~~The South East Quarter (1/4) of the North East Quarter (1/4) and the East half (1/2) of the South East Quarter (1/4) Section nine (9) Township Nineteen (19) North Range one (1) East containing one hundred and twenty (120) acres~~

2925 The North half (1/2) and the South West Quarter (1/4) Section Seventeen (17) Township nineteen (19) North Range one (1) East containing Four hundred and Eighty (480) acres.

2925 The East half (1/2) of the North East Quarter (1/4) Section nineteen (19) Township nineteen (19) North Range one (1) East containing eighty (80) acres.

2925 The South West Quarter (1/4) of the South West Quarter (1/4) Section Thirty three (33) Township Twenty (20) North Range one (1) East containing Forty (40) acres.

2925 The West half (1/2) of the North West Quarter (1/4) and the North half (1/2) of the South West Quarter (1/4) Section Twenty five (25) Township Nineteen (19) North Range one (1) West containing one hundred and sixty (160) acres.

2926 The North East Quarter (1/4) of the South West Quarter (1/4) Section Five (5) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

2927 The South West Quarter 1/4 of the South East Quarter (1/4) Section Seventeen (17) Township Twenty seven (27) North Range eight West containing Forty (40) acres.

2928 The South half (1/2) of the South West Quarter (1/4) Section Five (5) Township Twenty six (26) North Range Nine (9) West containing Eighty (80) acres.

2929 The North West fr.l Quarter (1/4) of the North West Quarter (1/4) Section Three (3) Township Twenty five (25) North Range Fifteen (15) West containing Forty seven 83/100 (47.83) acres.

2930 The North East Quarter (1/4) of the North East Quarter (1/4) Section Thirteen (13) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

2931 The East half (1/2) of the North East Quarter (1/4) Section Thirteen (13) Township Twenty four (24) North

Range seven (7) West containing Eighty (80) acres.

2932 The North East fr.l Quarter (1/4) Section Three (3) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty 77/100 (160.77) acres.

2933 The South half (1/2) of the South East Quarter Section Twenty seven (27) Township Twenty five (25) North Range Ten (10) West containing Eighty (80) acres.

2934 The North half (1/2) of the North West Quarter (1/4) Section Twenty one (21) Township Twenty six (26) North Range Nine (9) West containing Eighty (80) acres.

2936 The South West Quarter (1/4) of the South East Quarter (1/4) Section Twenty seven (27) Township Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

2937 The South half (1/2) of the South East Quarter (1/4) Section nine (9) Township Twenty four (24) North Range Eight West containing Eighty (80) acres.

2938 The North East Quarter (1/4) of the South West Quarter (1/4) Section one (1) Township Twenty six (26) North Range Fourteen (14) West containing Forty (40) acres.

2939 The South East Quarter (1/4) of the South East Quarter 1/4 Section five (5) Township Twenty (20) North Range Four (4) West containing Forty (40) acres.

2941 The North West Quarter (1/4) of the North West Quarter (1/4) Section Thirty three (33) Township Twenty nine (29) North Range Fifteen (15) West containing Forty (40) acres.

2942 The North East Quarter (1/4) of the South East Quarter (1/4) Section Three (3) Township Twenty four (24) North Range Thirteen (13) West containing Forty (40) acres.

The South East Quarter (1/4) of the North West Quarter (1/4) and the South West Quarter (1/4) of the North East Quarter (1/4) and the North West Quarter (1/4) of the South East Quarter (1/4) Section

2945 2945 Eleven (11) Township Twenty nine (29) North Range Twelve (12) West containing one hundred and twenty (120) acres.

2946 The South East Quarter (1/4) of the South East Quarter (1/4) Section Three (3) Township Twenty nine (29) North Range Twelve (12) West containing Forty (40) acres.

2947 The South East Quarter of the South East Quarter (1/4) Section Thirty three (33) Township Thirty (30) North Range Twelve (12) West containing Forty (40) acres.

2948 The South West Quarter of the South East Quarter (1/4) and the South East Quarter 1/4 of the South West Quarter (1/4) Section nine (9) Township Thirty (30) North Range Nine (9) West containing Eighty (80) acres.

2949 The North west fr.l Eqrs of the North West Quarter (1/4) Section nineteen (19) Township Thirty (30) North Range Fifteen (15) West containing Thirty two 47/100 (32.64) acres.

2950 The South West Quarter (1/4) of the North West Quarter (1/4) Section Eleven (11) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

2951 The West half of the South East Quarter (1/4) Section Twenty one (21) Township Twenty seven (27) North Range eleven (11) West containing eighty (80) acres.

2952 The West fr.l half of the North West Quarter (1/4) Section seven (7) Township Thirty (30) North Range eleven (11) West containing sixty three 25/100 (63.25) acres.

2953 The South East Quarter (1/4) of the South East Quarter (1/4) Section Thirty three (33) Township nine (29) North Range Fifteen (15) West containing Forty (40) acres.

2955 The South East Quarter (1/4) of the South West Quarter (1/4) Section Three (3) Township Twenty eight (28) North Range Thirteen (13) West containing Forty (40) acres

2956 The North West Quarter (1/4) of the South East Quarter Section Twenty nine (29) Township

Twenty seven (27) North Range eleven (11) West containing Forty (40) acres.

*2957 .45 The South West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty seven
+3937 new (27) North Range eleven (11) West containing Forty acres.

The North East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven
2958 (27) North Range fourteen (14) West containing Forty (40) acres.

The North half (½) of the North East Quarter (¼) Section Twenty one (21) Township Twenty two
2959 (22) North Range seven (7) West containing Eighty (80) acres.

The North East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township
2960 Twenty six North Range eight (8) West containing Forty (40) acres.

The North West Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty
2961 two (22) North Range seven (7) West containing Forty (40) acres.

The North East Quarter (¼) of the South East Quarter Section Twenty nine (29) Township
2963 Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres

The North West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township
2964 Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

The South East Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township
2965 Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

The North West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township
2966 Twenty four (24) North Range six (6) West containing Forty 40/100 acres.

The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six
2967 (26) North Range Fourteen (14) West containing Forty (40) acres.

The East half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty four
2968 (24) North Range Five (5) West containing Eighty (80) acres.

The North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township
2970 Twenty four (24) North Range six (6) West containing Forty (40) acres.

The North fr.c half (½) of the North West Quarter (¼) Section Three (3) Township Twenty four
2971 (24) North Range Thirteen (13) West containing Eighty five 87/100 (85.87) acres.

The East half (½) of the North East Quarter (¼) Section Seven (7) Township Twenty Six (26) North
2972 Range Fourteen (14) West containing Eighty (80) acres.

The South half ½ of the North West Quarter (¼) Section Thirteen (13) Township Twenty three
2974 (23) North Range seven (7) West containing Eighty (80) acres.

The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty
2976 eight (28) North Range Thirteen (13) West containing Forty (40) acres.

The South East Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty three (23)
2979 North Range Ten (10) West containing Forty (40) acres.

The North West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township
2980 Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township
2981 Thirty (30) North Range eight (8) West containing Forty (40) acres.

The South West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township
2982 Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

The West half (½) of the North East Quarter (¼) Section seven (7) Township Twenty three (23)
2984

North Range Ten (10) West containing Eighty (80) acres.

The North half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quar-
2985 ter (¼) Section Thirty one (31) Township Twenty four (24) North Range Eight (8) West containing one hun-
dred and twenty (120) acres.

The West half (½) of the North East Quarter (¼) Section Thirteen (13) Township Twenty four (24) North
2986 Range nine (9) West containing eighty (80) acres.

x 2987 †The West half (½) of the South East Quarter (¼)† and the East half of the North East Quarter Section Thir-
x 2988 teen (13) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty
(160) acres.

The South East Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range Eight
2990 (8) West containing one hundred and sixty (160) acres.

The East half (½) of the North West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North
2991 Range nine (9) West containing eighty 84 acres.

The North West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty
2993 four (24) North Range Eight West containing Forty (40) acres.

The North half (½) of the North East Quarter (¼) Section Thirty one (31) Township Twenty four
2994 (24) North Range Twelve (12) West containing eighty (80) acres.

The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty
2995 four North Range Eleven (11) West containing Forty (40) acres.

The South West Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township
2996 Twenty six (26) North Range fifteen (15) West containing Forty (40) acres.

The South West Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twen-
2997 ty nine (29) North Range Thirteen (13) West containing Forty 40 acres.

The East half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the North
2998 East Quarter (¼) Section Seven (7) Township Twenty eight (28) North Range Ten (10) West contai-
ning one hundred and twenty (120) acres.

The East half (½) of the North East Quarter (¼) Section Twenty one (21) Township Twenty
2999 three (23) North Range five (5) West containing Eighty (80) acres.

3000 The South West Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twen-
ty eight (28) North Range fifteen (15) West containing Forty (40) acres.

3001 The North fr.c half (½) of the North East Quarter (¼) Section Three (3) Township Twenty
three (23) North Range Seven (7) West containing Eighty nine 39/100 (89.39) acres.

3002 The North East Quarter (¼) of the South West Quarter (¼) Section twenty one (21) Township
Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

3003 The North half (½) of the North West Quarter (¼) and South East Quarter of the North West Quar-
ter (¼) Section Twenty one (21) Township Twenty two (22) North Range seven (7) West con-
taining one hundred and twenty (120) acres.

3004 The West fr.c half (½) of the North West Quarter (¼) Section Thirty one (31) Township Twenty
five (25) North Range Eleven (11) West containing Eighty Eight 46/100 (88.46) acres.

3005 The North West fr.c Quarter (¼) of the North East Quarter (¼) Section one (1) Township
Twenty four (24) North Range nine (9) West containing Thirty nine 77/100 (39.77) acres.

3006 The East half (½) of the North West Quarter (¼) Section nine (9) Township Twenty seven (27)

North Range Thirteen (13) West containing Eighty (80) acres.

3007 The South East Quarter (¼) of the South East Quarter (¼) Section fifteen (15) Township Eighteen (18) North Range four (4) West containing Forty (40) acres.

The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Five (5) Township Twenty six (26) North Range eight (8) West containing Eighty (80) acres. 3008 * 3008

The South East Quarter (¼) of the North East Quarter ¼ Section Twenty seven (27) Township 3009 Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

The South West Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty 3010 seven (27) North Range Fifteen (15) West containing Forty (40) acres.

The East half (½) of the North West Quarter (¼) Section Twenty one (21) Township Thirty 3011 (30) North Range Eight West containing Eighty (80) acres.

The South East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township 3012 Thirty (30) North Range nine (9) West containing Forty (40) acres.

3014 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Fifteen (15) West containing Forty (40) acres.

The West half (½) of the South West Quarter (¼) Section Thirty three (33) Township Twen- 3017 ty five (25) North Range five (5) West containing Eighty (80) acres.

The North West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Town- 3018 ship Twenty six (26) North Range seventeen (17) West containing Forty (40) acres

3021 The South East Quarter (¼) of the North East Quarter Section Twenty seven (27) Township Twenty nine North Range Fifteen (15) West containing Forty (40) acres.

The South half (½) of the North East Quarter (¼) and the South half (½) of the North West # 3022 Quarter (¼) Section Twenty five (25) Township Twenty three (23) North Range Eight (8) West containing one hundred and sixty (160) acres.

3023 The South half of the South West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Fifteen (15) West containing Eighty (80) acres.

3024 The South half (½) of the North West Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

3025 The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range Twelve (12) West containing eighty (80) acres.

3026 The East half of the South West Quarter (¼) Section nine (9) Township Twenty six (26) North Range Twelve (12) West containing Eighty (80) acres.

3027 The West half (½) of the South West Quarter (¼) Section nine (9) Township Twenty six (26) North Range Twelve (12) West containing Eighty (80) acres.

3028 The South half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the South West Quarter ¼ Section Thirty five (35) Township Twenty one (21) North Range seven (7) West containing one hundred and twenty (120) acres.

3029 The North East Quarter (¼) of the north East Quarter (¼) Section seventeen (17) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

3030 The East half of the South West Quarter (¼) Section Eleven (11) Township Eighteen (18)

North Range two (2) West containing Eighty (80) acres.

3032 The South West fr^l^ Quarter of the South West Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range ten (10) West containing Thirty nine 81/100 (39. 81) acres.

3033 The North West fr^l^ Quarter (¼) of the South West Quarter (¼) Section nineteen (19) Township Thirty (30) North Range Fifteen (15) West containing Thirty two 77/100 (32. 77) acres.

3034 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Thirty one (31) North Range Fourteen (14) West containing Forty (40) acres.

3037 The South half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty (20) north Range six (6) West containing one hundred and twenty (120) acres.

3038 The South half (½) of the South East Quarter (¼) Section Twenty one (21) Township Thirty one (31) North Range Thirteen West containing eighty (80) acres.

3039 The North East fr^l^ Quarter (¼) Section five (5) Township Twenty four (24) North Range eight (8) West containing one hundred and fifty three 98/100 (153. 98) acres.

3040 The South half (½) of the North West Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range seven (7) West containing eighty (80) acres.

3041 The South West Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

3042 The North East Quarter (¼) of the South West Quarter (¼) Section Seven (7) Township Thirty (30) North Range nine (9) West containing Forty (40) acres.

3045 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty nine (29) North Range Fourteen (14) West containing Eighty (80) acres.

3046 The East half (½) of the North West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing Eighty (80) acres.

3047 The North East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

3049 The South East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

3048 The South West Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Township Twenty seven (27) North Range seven (7) West containing Forty (40) acres.

3050 The North West Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty six (26) North Range Twelve (12) West containing Forty (40) acres.

3051 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres.

3052 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres

3054 The South West Quarter (¼) of the South East Quarter (¼) Section nineteen Township Twenty nine (29) North Range Ten (10) West containing Forty (40) acres.

3055 Lots Ten (10) and Eleven (11) The North East Quarter (¼) of the South West Quarter (¼) and The North West Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Thirty (30) North Range Thirteen (13) West containing one hundred and sixty (160) acres.

3056 The South West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty Eight (28) North Range Fourteen (14) West containing Forty (40) acres.

3057 The North half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range six (6) West containing eighty (80) acres.

3058 The North fr. ½ half (½) of the North West Quarter (¼) Section nineteen (19) Township Twenty three (23) North Range six (6) West containing seventy nine 85/100 (79.85) acres.

3060 The South half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Eleven (11) West containing Eighty (80) acres.

3061 The South half of the North West Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range eight (8) West containing eighty (80) acres.

3062 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township four (24) North Range Six West containing Forty (40) acres.

3063 The North East Quarter (¼) of the North East Quarter (¼) the East half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Five (5) West containing one hundred and sixty (160) acres.

3064 The North half (½) of the North West Quarter (¼) Section Nine (9) Township Twenty six (26) North Range Eight (8) West containing eighty (80) acres.

3068 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty five (25) Township Thirty (30) North Range Fifteen (15) West containing Forty (40) acres.

3066 The North half (½) of the North West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Fifteen (15) West containing Eighty (80) acres.

3067 The West half (½) of the South East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Five (5) West containing Eighty (80) acres.

#3068 The South East Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty eight (28) North Range Eleven (11) West containing Forty (40) acres.

3069 The East fr. ½ half (½) of the North East Quarter (¼) Section Five (5) Township Nine teen (19) North Range six (6) West containing Eighty four 39/100 (84.39) acres.

3070 The North half of the North East Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Eleven (11) West containing Eighty (80) acres.

3071 The South East Quarter (¼) of the South West Quarter (¼) Section seventeen (17) Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

3072 The South East Quarter (¼) of the North East Quarter (¼) Section seven (7) Township Twenty four (24) North Range Thirteen (13) West containing Forty (40) acres.

3073 The North half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Twelve (12) West containing Eighty (80) acres.

3074 The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) Section five (5) Township Twenty two (22) North Range Four (4) West containing Forty four 40/100 (44.40) acres.

3075 The South half (½) of the North West Quarter (¼) The South half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section fifteen (15) Township Twenty five (25) North Range five (5) West containing two hundred (200) acres.

3076 The North half of the North East Quarter (¼) The South East Quarter (¼) North East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range five (5) West containing two hundred (200) acres.

3077 The North half (½) of the North East Quarter (¼) the South East Quarter (¼) of the North East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range five (5) West containing two hundred acres (200)

#3078 The North West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range five (5) West containing one hundred and sixty (160) acres.

3079 The North East Quarter (¼) and the North half (½) of the North west Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range five (5) West containing two hundred and forty (240) acres. The North fr. ½ half (½) and the South East Quarter (¼) section Nine (9) Township Twenty four (24) North Range four (4) West containing four hundred and fifty two 56/100 (452.56) acres

3081 The North half (½) of the South East Quarter (¼) Section Twenty five (25) Township Thirty (30) North Range nine (9) West containing Eighty (80) acres.

3082 The North West fr. ¼ Quarter (¼) Section one (1) Township Twenty five (25) North Range five (5) West containing one hundred and sixty three 84/100 (163.84) acres.

3096 The North half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range Seven (7) West containing one hundred and twenty (120) acres.

3097 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3098 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty eight (28) North Range Thirteen (13) West containing Eighty (80) acres.

3099 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

#3100 The North East Quarter (¼) of the North East Quarter (¼) The North West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range Five West containing one hundred and twenty (120) acres.

3101 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range Five (5) West containing Forty (40) acres.

3102 The North East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range one (1) West containing Forty (40) acres.

3103 The North West fr. ¼ Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty five (25) North Range Eighteen West containing Forty seven 45/100 (47.45) acres.

3104 The North half (½) the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Nine (9) West containing Eighty (80) acres.

3115 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

3106 #3106 The West North fr. ¼ half (½) of the North East Quarter (¼) Section Three (3) Township Twenty nine (29) North Range Fourteen (14) West containing seventy nine 68/100 (79.68) acres.

3107 The North West fr. Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty three (23) North Range Eight (8) West containing Fifty three 33/100 (53.33) acres.

3108 Lots Six (6) Seven (7) Eight (8) Nine (9) Ten (10) and Eleven (11) and the South West Quarter of the North East Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range Twelve (12) West containing Two hundred and sixty five 5/100 (265.05) acres.

3109 The North East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Nineteen (19) North Range Five West containing Forty (40) acres.

3111 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Seven (7) West containing Forty (40) acres.

3112 The North West Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range seven (7) West containing eighty (80) acres.

3113 The West half (½) of the North East Quarter (¼) and the North West Quarter (¼) of the South East Quarter Section Thirteen (13) Township Twenty six (26) North Range nine (9) West containing one hundred and twenty (120) acres.

3114 The West fr. half of the South West Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range seven (7) West containing Sixty five 75/100 (65.75) acres.

3115 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

3116 The West half (½) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range Seven (7) West containing Eighty (80) acres.

3119 The North East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty three (23) North Range Five (5) West containing Forty (40) acres.

3120 The West half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Fourteen (14) West containing eighty (80) acres.

3122 The South East Quarter (¼) of the South West Quarter (¼) Section Six (6) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

3123 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

3124 The East half of the South East Quarter (¼) Section one (1) Township Twenty three (23) North Range Eleven (11) West containing eighty (80) acres.

3125 The East half of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range Eight West containing one hundred and twenty (120) acres.

3126 The North half (½) of the South East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty three (23) North Range seven (7) West containing one hundred and twenty (120) acres.

3127 The East fr. half (½) of the North East Quarter (¼) Section Five (5) Township Twenty four (24) North Range Nine (9) West containing Eighty 17/100 (80.17) acres.

3128 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3129 The South West Quarter (¼) Section Twenty five (25) Township Twenty three (23) North

Range Eight (8) West containing one hundred and sixty (160) acres.

3130 Lot seven (7) Section Three (3) Township Twenty (20) North Range Seven (7) West containing Forty (40) acres.

3131 The West half (½) of the South West Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range Seven (7) West containing Eighty (80) acres.

3132 The North West Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the South West Quarter (¼) Section Three (3) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres. The South East Quarter (¼) of the North West Quarter (¼) Section

#3133 Twenty five (25) Township ~~twenty five~~ twenty six (26) North Range Twelve (12) West containing Forty (40) acres

3134 The East half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

3135 The South fr. half (½) of the South West Quarter (¼) Section nineteen (19) Township Thirty (30) North Range Thirteen (13) West containing sixty one 92/100 (61.92) acres.

3136 The East half (½) of the North West Quarter (¼) Section seven (7) Township Twenty six (26) North Range Fourteen (14) West containing Eighty (80) acres.

3137 The South half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Eight (8) West containing eighty (80) acres.

3138 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

3139 The South East Quarter (¼) Section one (1) Township Twenty three (23) North Range six (6) West containing one hundred and sixty (160) acres.

3140 The South East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range six (6) West containing eighty (80) acres.

#3141 The North half (½) of the ~~North~~ South East Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty six (26) North Range Eight (8) West containing one hundred and twenty (120) acres.

3142 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Fifteen (15) West containing Forty (40) acres.

3143 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Fifteen (15) West containing Forty (40) acres.

3144 The West half (½) of the North West Quarter (¼) and the South West Quarter (¼) Section Thirteen (13) Township Eighteen (18) North Range one (1) West containing Two hundred and forty (240) acres.

3145 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range nine (9) West containing Forty (40) acres.

3146 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Thirty (30) North Range Eight (8) West containing Forty (40) acres.

3147 Lot Five (5) Section Eleven (11) Township Twenty six (26) North Range Twelve (12) West containing Forty three 15/100 ~~(43.15)~~ acres.

3148 The South West Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Nineteen (19) North Range six (6) West containing Forty (40) acres.

3149 The North fr. half (½) of the South West Quarter (¼) and the South West fr. Quarter (¼) of the South West Quarter (¼) Section Seven (7) Township Twenty four (24) North Range Six (6) West containing one hundred and twenty one 65/100 (121.65) acres.

#3150 The North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Twenty Six (26) North Range six (6) West containing Forty (40) acres.

3151 The North fr. half (½) of the North East Quarter (¼) Section Five (5) Township Twenty two (22) North Range seven (7) West containing Ninety two 95/100 (92.95) acres.

3152 The West fr. half (½) of the North West Quarter (¼) Section Nineteen (19) Township Twenty nine (29) North Range Nine (9) West containing Seventy 90/100 (70.90) acres.

#3153 The North West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

3154 The South East Quarter (¼) of the South West Quarter (¼) and of the South West Quarter (¼) of the

#3154 South West Quarter (¼) Section one (1) Township Twenty three (23) North Range Six (6) West containing Eighty (80) acres

#3155 The South West Quarter (¼) of the South West Quarter (¼) Section Seventeen (17) Township Thirty

3156 30, North Range Ten (10) West containing Forty (40) acres.

#3157 The North fr. West fr. quarter (¼) of the North East Quarter (¼) and the North East fr. Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty four (24) North Range Nine (9) West containing eighty one 35/100 (81.35) acres.

3158 The East half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing eighty (80) acres.

3159 The North West Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Thirty (30) North Range Fourteen West containing Thirty eight (38) acres.

3160 The East half (½) of the South East Quarter (¼) Section Twenty five Township Twenty five (25) North Range Fourteen (14) West containing eighty (80) acres.

3161 The South East Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

3162 The North East Quarter (¼) of the North East Quarter (¼) Section Seventeen (17) Township Twenty five (25) North Range Three (3) West containing Forty (40) acres.

3164 The North East Quarter (¼) of the North East Quarter (¼) and the North West Quarter of the

3165 North East Quarter (¼) Section nine (9) Township Twenty eight North Range Thirteen (13) West containing Eighty (80) acres.

3166 The North East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Twenty eight 28 Range Thirteen (13) West containing Forty (40) acres.

3167 The South West Quarter (¼) of the North West Quarter ¼ Section Seventeen (17) Township Twenty six (26) North Range Twelve (12) West containing Forty (40) acres.

3169 The South East Quarter (¼) of the North West Quarter (¼) and the north East Quarter (¼) of the South West Quarter (¼) Section nineteen (19) Township Twenty eight (28) North Range Ten (10) West containing eighty (80) acres.

3170 The South half (½) of the South East Quarter (¼) and the South half (½) of the South West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Nine (9) West containing one hundred and sixty ~~eighty (80) acres~~ (160) acres.

#3171 The South East Quarter (¼) of the North East Quarter (¼) and the North East quarter of the South

East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Twelve (12) West containing eighty (80) acres.

3174 The West half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Fourteen (14) West containing eighty (80) acres.

3175 The South half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range eleven (11) West containing one hundred and twenty (120) acres.

3176 The North half (½) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) the South East Quarter (¼) of the South West Quarter (¼) Section Three

#3171 (3) Township Twenty six (26) North Range Fourteen (14) West containing one hundred and sixty (160) acres.

3178 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3179 The North half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight (8) West containing Eighty (80) acres.

3180 The North East Quarter (¼) of the North East Quarter Section seven (7) Township Twenty seven (27) North Range twelve (12) west containing Forty (40) acres.

#3181 The North West Quarter (¼) of the South West Quarter Section Twenty seven (27) Township Twenty three (23) North Range Seven (7) West containing Forty (40) acres.

3184 The North half of the North East Quarter (¼) Section Fifteen (15) Township Twenty five (25) North Range eight (8) West containing eighty (80) acres

3185 The West half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range Five (5) West containing eighty (80) acres.

3187 The South East Quarter (¼) Section Three (3) Township Twenty two (22) North Range seven (7) West containing one hundred and sixty (160) acres.

3188 The North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) Section Nine (9) Township Twenty three (23) North Range Six (6) West containing one hundred and twenty (120) acres.

3189 The North half (½) of the North East Quarter (¼) Section seventeen (17) Township Thirty (30) North Range Ten (10) West containing Eighty (80) acres.

3190 The South half (½) of the South East Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range Ten West containing Eighty (80) acres

3191 The West half (½) of the South West Quarter (¼) Section Five (5) Township Twenty six (26) North Range Fourteen (14) West containing eighty (80) acres.

#3192 The East half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty one (21) North Range six (6) West containing one hundred and sixty (160) acres.

3193 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

3194 The North fr. half (½) of the North West Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range seven (7) West containing seventy seven 86/100 (77.86) acres.

3195 The South West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range Five (5) West containing Forty (40) acres.

3196 The North fr. half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) Section Five (5) Township Twenty six (26) North Range eight (8) West containing one hundred and thirty two 51/100 (132.51) acres.

3197 The South West Quarter (¼) of the North West Quarter (¼) Section Thirteen (3) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

3198 Half fr. two (2) Section Twenty one (21) Township Twenty eight (28) North Range Twelve (12) West containing fifty two (52) acres.

3199 The South half (½) of the South East Quarter (¼) Section Twenty five (25) Township twenty five (25) North Range Ten (10) West containing Eighty (80) acres.

3200 The South fr. half (½) of the South West Quarter Section Thirty one (31) Township Thirty (30) North Range Fourteen (14) West containing Seventy one 10/100 (71.10) acres.

3201 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

3202 The South half (½) of the South West Quarter (¼) Section twenty nine (29) Township Twenty seven (27) North Range sixteen (16) West containing Eighty (80) acres.

3204 The South half (½) of the North West Quarter (¼) Section Twenty three (23) in Township Twenty three (23) North Range six (6) West containing eighty (80) acres.

3206 The North West fr. Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty three (23) North Range nine West containing Forty seven 32/100 (47.32) acres.

3206 The West half (½) of the North West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

3208 The East half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range nine (9) West containing one hundred and twenty (120) acres.

3210 The West half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty seven (27) North Range Twelve (12) West containing eighty (80) acres.

3211 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty three North Range seven (7) West containing Forty (40) acres.

3212 The South East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3213 The South West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3214 The West fr. half (½) of the South West Quarter (¼) Section Thirty one (31) Township Thirty (30) North Range Ten (10) West containing sixty nine 88/100 (69.88) acres.

3215 The East half (½) of the North East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section Seventeen (17) Township Twenty two (22) North Range seven (7) West containing one hundred and sixty (160) acres.

3216 The South West Quarter (¼) of the North West Quarter (¼) Section fifteen (15) Township Twenty three (23) North Range eight West containing Forty (40) acres.

3217 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty eight (28) North Range Twelve (12) West containing Forty (40) acres.

3218 The North East Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty five

(25) North Range Fifteen (15) West containing Forty (40) acres.

3219 The South half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

3220 The West fr. half (½) of the North East Quarter (¼) Section Five (5) Township Twenty nine North Range ten (10) West containing Eighty 42/100 (80.42) acres.

3221 The North East Quarter (¼) Section nine (9) Township Twenty three (23) North Range eight (8) West containing one hundred and sixty (160) acres.

3222 The South East Quarter (¼) of the South East Quarter (¼) Section nineteen (19) Township Twenty five (25) North Range ten (10) West containing Forty (40) acres.

3224 The North East fr. Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty two (22) North Range Seven West containing Forty six 62/100 (46.62) acres.

3225 The East half (½) of the South East Quarter (¼) Section Three (3) Township Twenty seven (27) North Range Thirteen (13) West containing Eighty (80) acres.

3226 The North West fr. Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range seven (7) West containing thirty one 45/100 (31.45) acres.

3227 The East half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty nine (29) North Range Twelve (12) West containing Eighty (80) acres.

3228 The West half (½) of the South East Quarter (¼) Section Five (5) Township Twenty four North Range Nine West containing Eighty (80) acres.

3229 The North half (½) of the North East Quarter (¼) Section Thirteen (13) Township Twenty five (25) North Range ten West containing Eighty (80) acres.

3230 The East half (½) of the South West Quarter (¼) Section five (5) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

3231 The South East Quarter (¼) of the North West Quarter (¼) and North East Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Seven West containing Eighty (80) acres.

3232 The East fr. half (½) of the North East Quarter Section Five (5) Township Twenty four (24) North Range Five (5) West containing seventy five 57/100 (75.57) acres.

3233 The West half of the South East Quarter (¼) Section Seven (7) Township Twenty four (24) North Range six (6) West containing eighty (80) acres.

3234 The South East Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

3235 Lot seven (7) Section Three (3) Township Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.

3236 The East fr. half (½) of the North East Quarter (¼) Section Three (3) Township Twenty five (25) North Range seven (7) West containing Seventy six 7/100 (76.07) acres.

3237 The South East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Eleven (11) West containing Forty (40) acres.

3238 The South West Quarter (¼) of the South West Quarter (¼) Section twenty one (21) Township Twenty six (26) North Range nineteen (19) West containing Forty (40) acres

3239 The North East fr. Quarter (¼) of North West Quarter (¼) Section Five (5) Township Twenty seven (27) North Range Twelve (12) West containing Thirty three 72/100 (33.72) acres.

3240 The South East Quarter (¼) of the South East Quarter (¼) Section Seventeen (17) Township Eighteen (18) North Range Two (2) West containing Forty (40) acres

3241 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range seven (7) West containing Forty (40) acres.

3242 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Eighteen (18) West containing Forty (40) acres.

3243 The South half (½) of the South West Quarter (¼) Section Three (3) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3244 The West fr. half of the North East Quarter (¼) Section Three (3) Township Twenty five (25) North Range seven (7) West containing Seventy six 43/100 (76.43) acres

3245 The North half (½) of the South East Quarter (¼) Section nine (9) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3246 The West fr. half (½) of the North West Quarter (¼) and the North West fr. Quarter

*3247 (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range seven (7) West containing Ninety four 76/100 (94.76) acres.

3249 The East half (½) of the North East Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing eighty (80) acres.

3251 The North West Quarter (¼) Section nine (9) Township Twenty eight (28) North Range Fifteen (15) West containing one hundred and sixty (160) acres.

3252 The North half (½) of the South East Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range eight (8) West containing eighty (80) acres.

3253 The South East Quarter (¼) Section Thirty one (31) Township Thirty (30) North Range Ten (10) West containing one hundred and sixty (160) acres.

#3254 The South fr. half (½) of the South West Quarter (¼) Section Nineteen (19) Township Thirty one (31) North Range eleven (11) West containing eighty 25/100 (80.25) acres.

3255 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty nine (29) North Range Fifteen (15) West containing Forty (40) acres.

3256 The South East Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range Six (6) west containing one hundred and sixty (160) acres.

3257 The North West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

3258 The North half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range eight (8) West containing eighty (80) acres.

3259 The North West Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3260 The South half (½) of the South East Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range eight (8) West containing Eighty (80) acres.

3261 The North West Quarter of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range Six West containing Eighty (80) acres.

3262 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range five (5) West containing Forty (40) acres.

3263 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range five (5) West containing Forty (40) acres.

3264 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres.

#3265 The South East Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

3266 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Thirty North Range Ten (10) West containing Forty (40) acres.

3267 Lot seven (7) Section one (1) Township Twenty (20) North Range six (6) West containing Forty (40) acres. The South half (½) of the South East Quarter (¼) Section Three (3) Township Twenty

3268 five (25) North Range Fifteen (15) West containing eighty (80) acres.

#3269 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Thirty one (31) North Range Twelve (12) West containing Forty (40) acres.

3270 The North East Quarter (¼) of the South West Quarter (¼) Section Nine (9) Township Twenty five (25) North Range twelve (12) West containing Forty (40) acres.

3271 The South East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty eight (28) North Range Thirteen (13) West containing Forty acres.

3272 The North East Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

#3273 The West half ½ of the South East quarter and the East half (½) of the South East quarter Section Thirty

#3274 one (31) Township Twenty five (25) North Range six (6) West containing one hundred and sixty (160) acres.

3275 The North half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range eight West containing Eighty (80) acres.

3276 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

3277 The North fr. half (½) of the North East Quarter (¼) and the North East fr. Quarter (¼) of the North West Quarter (¼) Section one (1) Township Twenty three (23) North Range Ten (10) West containing one hundred and forty five 92/100 (145.92) acres.

3278 The West fr. half (½) of the North East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Twelve (12) West containing eighty (80) acres.

3279 The South West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3280 The West half (½) of the North East Quarter (¼) Section Twenty five (25) Township Thirty one (31) North Range Twelve (12) West containing eighty (80) acres.

3281 The North West Quarter (¼) of the North East Quarter (¼) and the South West Quarter (¼)

#3282 of the North East Quarter Section nine (9) Township Twenty three (23) North Range six (6) West containing eighty (80) acres.

3283 The South West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

3284 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty one (21) North Range Five (5) West containing Forty (40) acres.

3285 The South West Quarter (¼) of the South West Quarter (¼) Section Three (3) Township

Twenty three (23) North Range Thirteen (13) West containing Forty (40) acres.

3286 The North half (½) of the South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty three (23) North Range seven (7) West containing one hundred and twenty (120) acres.

3287 Lot Eight (8) Section one (1) Township Twenty six (26) North Range Twelve (12) West containing Twenty eight 20/100 (28.20) acres.

3288 The South West Quarter (¼) of the South West Quarter (¼) Section Nine (9) Township Twenty six (26) North Range Fourteen (14) West containing Forty (40) acres.

3289 The North East Quarter (¼) of the South East Quarter (¼) Section Seventeen (17) Township Twenty (20) North Range five (5) West containing Forty (40) acres.

3290 The North half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the of the North West Quarter (¼) Section Thirteen (13) Township Nineteen (19) North Range seven (7) West containing one hundred and twenty (120) acres.

3291 The West half (½) of the South East Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range Ten (10) West containing eighty (80) acres.

3292 The North East Quarter (¼) of the North West Quarter (¼) Section Nine (9) Township Twenty eight (28) North Range Ten (10) West containing Forty (40) acres.

3293 The South East Quarter (¼) of the North West Quarter (¼) Section Nine (9) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3294 The South half (½) of the South West Quarter (¼) Section Seventeen (17) Township Twenty seven (27) North Range six (6) West containing Eighty (80) acres.

3295 The North half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty (20) North Range six West containing eighty (80) acres.

3296 The East half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty three (23) North Range eight (8) West containing one hundred and sixty (160) acres.

3297 The East half (½) of the South East Quarter (¼) Section nine (9) Township Twenty five (25) North Range Fifteen (15) West containing eighty (80) acres.

3298 The North East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty eight (28) North Range Thirteen (13) West containing Thirty eight 57/100 (38.57) acres.

3299 The North East Quarter (¼) of the South East Quarter (¼) of ~~the Land Contract~~ Section Thirty five (35) Township Twenty five (25) North Range six (6) West containing ~~Forty~~ (40) acres.

#3300. The South West Quarter (¼) of the North East Quarter (¼) The South East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Nineteen (19) North Range Seven (7) West containing one hundred and twenty (120) acres. The West half (½) of the North East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Eight (8) West

3301 containing Eighty (80) acres. The West half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Eight (8) West

3302 containing Eighty (80) acres. The South West Quarter (¼) of the North East Quarter (¼) Section nine (9) Township Twenty three (23) North Range seven (7) West

3303 containing Forty (40) acres.

3304 The South East Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township Thirty (30) North Range Twelve (12) West containing Forty (40) acres.

3305 The North East Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Township Thirty one (31) North Range Thirteen (13) West containing Forty (40) acres.

3306 The South West Quarter (¼) of the ~~North~~ South west quarter Section Twenty five (25) Township Twenty (20) North Range Seven (7) West containing Forty (40) acres.

3307 The South East Quarter (¼) of the North West Quarter (¼) and the South half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range Eight (8) West containing one hundred and twenty (120) acres.

3308 The North East Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty three (23) North Range Seven (7) West containing Forty (40) acres.

3309 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

3310 The East half (½) of the South West Quarter (¼) Section Nine (9) Township Twenty four (24) North Range six (6) West containing Eighty (80) acres.

3311 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3313 The South West fr. Quarter (¼) Section Seven (7) Township Twenty three (23) North Range Ten (10) West containing one hundred and sixty one 27/100 (161.27) acres.

3314 The North half (½) of the South East Quarter (¼) Section Fifteen (15) Township Twenty eight (28) North Range Thirteen (13) West containing Eighty (80) acres.

3315 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

3316 The South West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

3317 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range five (5) West containing Forty (40) acres.

3318 The North half (½) of the North West Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Eleven (11) West containing Eighty acres.

3319 The West half (½) of the South West Quarter (¼) Section Seventeen (17) Township Twenty five (25) North Range six (6) West containing eighty (80) acres.

3320 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range Nine (9) West containing Forty (40) acres.

3321 The North East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Eight (8) West containing one hundred and sixty (160) acres.

3322 The West half (½) of the South West Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range six (6) West containing eighty (80) acres

3323 The South West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty two (22) North Range six (6) West containing Forty (40) acres.

3324 The North half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range six (6) West containing eighty (80) acres.

3325 The West half (½) of the North West Quarter (¼) Section Twenty seven (27) Township

Twenty three (23) North Range eight (8) West containing eighty (80) acres.

#3326 The West half (½) of the North West Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range six (6) West containing ~~Forty~~ Eighty (40) acres.

3327 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing Forty (40) acres.

3328 The South East Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range five (5) West containing Forty (40) acres.

3329 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty eight North Range Thirteen (13) West containing Forty (40) acres.

3330 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range eight West containing Forty (40) acres.

3331 The North West fr'l Quarter (¼) Section nineteen (19) Township Twenty six (26) North Range Sixteen (16) West containing one hundred and twenty three 56/100 (123.56) acres.

3332 The North East Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

3333 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

3334 The South West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

3335 The South West Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty two (22) North Range Three (3) West containing Forty (40) acres.

3336 The West half (½) of the North East Quarter (¼) the South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range seven (7) West containing one hundred and sixty (160) acres.

3337 The South half (½) of the North West Quarter (¼) Section Seventeen (17) Township Twenty seven (27) North Range four (4) West containing Eighty (80) acres.

3338 The South half (½) of the South East Quarter (¼) Section seven (7) Township Twenty seven (27) North Range six (6) West containing Eighty (80) acres.

3339 The North East Quarter of the North West Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range seven (7) West containing Forty (40) acres.

3340 The North East Quarter (¼) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) Section Twenty three (23) Township Twenty nine (29) North Range Ten (10) West containing one hundred and twenty (120) acres.

3341 The South West Quarter (¼) Section one (1) Township Thirty (30) North Range Thirteen (13) West containing one hundred and sixty (160) acres.

3342 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3343 The North half (½) of the North West Quarter (¼) Section seventeen (17) Township Twenty three (23) North Range six (6) West containing Eighty (80) acres.

3344 The North half (½) of the North West Quarter (¼) Section Twenty one (21) Township Twenty two (22) North Range one (1) West containing eighty (80) acres.

3345 The East half (½) of the North West Quarter (¼) Section seven (7) Township Thirty North Range Eleven (11) West containing eighty (80) acres.

3346 The South East Quarter (¼) and Lots ^ eight (8) and nine (9) Section one (1) Township
+3347 Thirty (30) North Range Thirteen (13) West containing two hundred and forty (240) acres.

3348 The North East Quarter (¼) of the North East Quarter (¼) Section Seventeen (17) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3349 The East half (½) of the North West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range fifteen (15) West containing Eighty (80) acres.

#3350 The North West Quarter of the North West Quarter (¼) Section Thirty five (35) Township Eighteen North Range Five (5) West containing Forty (40) acres.

3351 The South East Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

3352 The West half (½) of the North East Quarter (¼) Section Thirty one (31) Township Thirty (30) North Range Twelve (12) West containing Eighty (80) acres.

3353 The South East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

3354 The South West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range seventeen (17) West containing Forty (40) acres.

3355 The North East Quarter (¼) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range seven (7) West containing Forty (40) acres.

3356 The North half (½) of the North West Quarter (¼) and the South West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range eight (8) West containing one hundred and twenty (120) acres.

3357 The South half (½) of the South West Quarter (¼) Section nine (9) Township Twenty one (21) North Range four (4) West containing Eighty (80) acres.

#3359 The South East Quarter (¼) The South East Quarter (¼) of the North West Quarter (¼) and South West fr'l Quarter (¼) of the South West Quarter (¼) Section seven (7) Township Twenty one (21) North Range four (4) West containing two hundred and forty six 96/100 (246.96) acres

#3360 The South half (½) of the North East Quarter (¼) The North West Quarter (¼) of the North East Quarter (¼) and the North East Quarter of the North West Quarter (¼) Section seven ~~one~~ (7) Township Twenty one (21) North Range four (4) West containing one hundred and sixty (160) acres.

3361 The North East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range Eight (8) West containing eighty (80) acres.

3362 The East half (½) of the North East Quarter (¼) and the North West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Thirty (30) North Range Thirteen (13) West containing one hundred and twenty (120) acres.

3363 The South East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.

3364 The North half (½) of the South East Quarter (¼) Section Twenty three (23) Township

Thirty (30) North Range Thirteen (13) West containing Eighty (80) acres.

3365 The South half (½) of the North East Quarter (¼) Section Fifteen (15) Township Twenty seven (27) North Range eight (8) West containing Eighty (80) acres.

3366 The South West Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty four (24) North Range Eleven (11) West containing Forty (40) acres.

3367 The South West Quarter (¼) of the North East Quarter Section Eleven (11) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3368 The South East Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

3369 The East half (½) of the North East Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range seven (7) West containing eighty (80) acres.

3370 The North East Quarter (¼) of the North East Quarter (¼) Section Seven (7) Township Twenty eight (28) North Range Sixteen (16) West containing Forty (40) acres.

3371 The North half (½) of the South West Quarter (¼) Section Thirty four (34) Township Twenty six (26) North Range Seven (7) West containing Eighty (80) acres.

3372 The West half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Eleven (11) West containing Eighty (80) acres.

3373 The South West Quarter (¼) Section Five (5) Township Twenty four (24) North Range seven (7) West containing one hundred and sixty (160) acres.

3374 The South East Quarter (¼) of the South East Quarter Section Eleven (11) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3375 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range fifteen (15) West containing Forty (40) acres.

3376 The South East Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

3377 The fractional South half of the North West Quarter (¼) Section seven (7) Township Twenty three (23) North Range Ten West containing Eighty 54/100 (80.54) acres.

3378 The South East Quarter (¼) of the North East Quarter the South West Quarter (¼) of the South East Quarter (¼) of the South East Quarter (¼) Section Seventeen (17) Township Twenty seven (27) North Range Thirteen (13) West containing one hundred and twenty (120) acres.

3380 3381

3382 The South West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3383 The North East Quarter (¼) of the South West Quarter (¼) Section Seventeen (17) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

3384 The South East Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty seven North Range Fifteen (15) West containing Forty (40) acres.

3385 The South half (½) of the South East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Eleven (11) West containing eighty (80) acres.

3386 The North West fr. Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Eight west containing Thirty Eight 79/100 (38.79) acres.

3387 The South East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Nine (9) West containing one hundred and sixty (160) acres.

3388 The South half (½) of the South East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range eight (8) West containing Eighty (80) acres.

3389 The North West Quarter (¼) Section Twenty one (21) Township Twenty three (23) North Range six (6) West containing one hundred and sixty (160) acres.

3390 The South East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range six (6) West containing one hundred and sixty (160) acres.

3391 The South half (½) of the South East Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range Fourteen (14) West containing Eighty (80) acres.

3392 The East half (½) of the North West Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

3393 The North West Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Thirty one (31) North Range Eleven (11) West containing Forty (40) acres.

3394 The South half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

3395 The South half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty five (25) North Range sixteen (16) West containing Eighty (80) acres.

3396 The East half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

3397 The East half fr. of the South East Quarter (¼) Section Three (3) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

3398 The South East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township nineteen (19) North Range six (6) West containing Eighty (80) acres.

3399 The North half (½) of the North East Quarter (¼) Section nine (9) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres.

3400 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

3401 The North East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3402 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

3403 The South East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range seven (7) West containing one hundred and sixty (160) acres.

3404 The North East fr. Quarter (¼) Section Five (5) Township Twenty four (24) North Range seven (7) West containing one hundred and fifty one 25/100 (151.25) acres.

3405 The South West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range nine (9) West containing one hundred and sixty (160) acres.

3406 The South half (½) of the South East Quarter (¼) and the North half (½) of the South East Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range Nine (9) West containing one hundred and sixty (160) acres.

3407

3408 The North East Quarter Section Twenty one (21) Township twenty four (24) North Range nine (9) West containing one hundred and sixty (160) acres.

3409 The North East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

3410 The North West Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty five (25) North

× 3411 Range Six (6) West containing Eighty (80) acres.

3412 The East half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

3413 The West half (½) of the North West Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range Eleven (11) West containing Eighty (80) acres.

3414 The South East Quarter (¼) of the North West Quarter (¼) Section nine (9) Township Twenty four (24) North Range Twelve (12) West containing Forty (40) acres.

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3416 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Eleven (11) West containing Forty (40) acres.

M 1
3416 The South West Quarter (¼) of the South East Quarter Section five (5) Township Twenty four (24) North Range Twelve (12) West containing Forty (40) acres.

3417 The North fr^l half (½) of the North West Quarter (¼) Section Nineteen (19) Township Twenty three (23) North Range Five (5) West containing Seventy seven 28/100 (77.28) acres.

3418 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty three (23) North Range six (6) West containing Forty (40) acres.

3419 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range Seventeen (17) West containing ~~Forty~~ (40) acres.

3420 The North West Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3421 The North East Quarter (¼) Section Thirty one (31) Township Twenty eight (28) North Range Twelve (12) West containing one hundred and Sixty (160) acres.

3422 The East half (½) of the South West Quarter (¼) Section seventeen (17) Township Twenty three (23) North Range Six West containing eighty (80) acres.

3423 The North West Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range eight West containing Forty (40) acres.

3424 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Fifteen (15) West containing Forty (40) acres.

3425 The North West Quarter (¼) of the South East Quarter (¼) and the north East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Eight (8) West containing eighty (80) acres.

3426 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty five (25) Township Twenty seven (27) North Range Eight (8) West containing Forty (40) acres.

3427 The North half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty one (21) North Range seven (7) West containing Eighty (80) acres.

3428 The East half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range six (6) West containing eighty (80) acres.

3430 The North West fr^l Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty six (26) North Range Fourteen (14) West containing Forty seven 59/100 (47.59) acres.

3432 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range Sixteen (16) West containing Forty (40) acres.

3433 The North West Quarter (¼) of the South ~~East~~ East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range ~~Range~~ sixteen (16) West containing Forty (40) acres.

3434 The South East Quarter of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty one (21) North Range six (6) West containing Eighty (80) acres. The East half (½) of the South West Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range seven (7) West containing eighty (80) acres.

3435 The North half (½) of the North East Quarter (¼) Section Twenty one Township Thirty one (31) North Range Thirteen (13) West containing Eighty (80) acres.

3436 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty one (21) Township Eighteen (18) North Range five (5) West containing Forty (40) acres.

3437 The South West Quarter (¼) of the South East Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty six (26) North Range Fourteen (14) West containing Eighty (80) acres.

3438

3439

3440 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres. The North West Quarter (¼) of the North West Quarter (¼) Section Twenty five Township

3441 Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

3443 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range Seventeen (17) West containing Forty (40) acres.

3444 The north half (½) of the South West Quarter (¼) Section Three (3) Township Twenty nine (29) North Range Twelve (12) West containing Eighty (80) acres.

3445 The South half (½) of the South West Quarter (¼) Section nine (9) Township Twenty six (26) North Range Eight (8) West containing eighty (80) acres.

3446 The West half (½) of The South East Quarter (¼) Section Three (3) Township Twenty six (26) North Range Eight (8) West containing Eighty (80) acres. The East half (½) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range Eight (8) West

3447 containing Eighty (80) acres. The North West fr^l Quarter (¼) Section Five (5) Township Twenty four (24) North Range seven (7) West containing one hundred and fifty 73/100 (150.73) acres.

3448

3449 The South East Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3450 Lots one (1) and Two (2) Section Twenty one (21) Township Twenty six (26) North Range Twelve (12) West containing ninety Eight 70/100 (98.70) acres.

3451 Lots Ten (10) and Eleven (11) Section one (1) Township Thirty (30) North Range Eleven (11) West containing Eighty (80) acres. The South East Quarter (¼) of the South East Quarter (¼) Section Twenty five

3452 (25) Township Thirty (30) North Range Fifteen (15) West containing Forty (40) acres.

3453 The West half (½) of the North East Quarter (¼) and the East half (½) of the North West Quarter (¼) Section nine Township Twenty four (24) North Range Eleven (11) West containing one hundred and sixty (160) acres.

3454 The North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Thirty (30) North Range nine West containing Forty (40) acres.

3455 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼)

of the South East Quarter (¼) Section one (1) Township Twenty four (24) North Range Ten (10) West containing Eighty (80) acres. The South half (½) of the North West Quarter (¼) Section Twenty

3456 five (25) Township Twenty four (24) North Range Eleven (11) West containing Eighty (80) acres.

The North West fr. Quarter (¼) Section Nineteen (19) Township Twenty five (25) North Range

3457 Eight (8) West containing one hundred and fifty five 68/100 (155.68) acres.

The North West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township

#3458 Twenty seven (27) North Range Fourteen (14) West containing Forty (40) acres.

The South half (½) of the North East Quarter (¼) Section Seventeen (17) Township Twenty three (23)

3460 North Range six (6) West containing eighty (80) acres.

The North East Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township

3461 Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.

The South West Quarter (¼) of the North East Quarter (¼) Section Twenty five (25) Town-

3462 ship Twenty three (23) North Range six West containing Forty (40) acres.

The West half (½) of the North East Quarter (¼) The South East Quarter (¼) of the North East

Quarter (¼) the North East Quarter (¼) of the North West Quarter (¼) & The South half (½) of the

3463 North West Quarter (¼) The South West Quarter (¼) and the West half (½) of the South East

Quarter (¼) Section Thirty three (33) Township Twenty nine (29) North Range Fifteen (15)

West containing Four hundred and Eighty (480) acres.

The South half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the

3464 South West Quarter (¼) Section Twenty three (23) Township Twenty six (26) North Range

#3465- Eight (8) West containing one hundred and twenty (120) acres.

3468 The East fractional half (½) of the North West Quarter (¼) Section Three (3) Township Twenty eight

(28) North Range sixteen West containing Eighty 8/100 (80.08) acres.

The South half (½) of the South East Quarter (¼) Section Twenty nine (29) Township

3466 Twenty nine (29) North Range Thirteen West containing Eighty (80) acres.

The West half (½) of the South West Quarter (¼) Section Nine (9) Township Twenty seven (27)

3467 North Range Thirteen West containing Eighty (80) acres.

The South East Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty three

3468 (23) North Range Seven (7) West containing Forty (40) acres.

The East half (½) of the South East Quarter (¼) Section Twenty five (25) Township Twenty

3469 six (26) North Range fifteen (15) West containing eighty (80) acres.

The South West Quarter (¼) of the North East Quarter (¼) Section Nine (9) Township Twenty

3470 five (25) North Range Fifteen (15) West containing Forty (40) acres.

The North half (½) of the South East Quarter (¼) Section Twenty three (23) Township

#3472 Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

The North East Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Town-

3473 ship twenty three (23) North Range seven (7) West containing Forty (40) acres.

The South half (½) of the South West Quarter ¼ and South West Quarter (¼) of the South

3474 East Quarter (¼) Section Twenty one (21) Township Twenty four (24) North Range six

West containing one hundred and Twenty (120) acres.

The West half (½) of the South East Quarter ¼ and the East half (½) of the South

3475 West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section

Five (5) Township Twenty two (22) North Range one (1) West containing Two hundred (200) acres.

The North East Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty

3476 three (23) North Range six (6) West containing Forty (40) acres.

The South half (½) of the South East Quarter (¼) Section Twenty three (23) Township Twenty four

3477 (24) North Range Seven West containing Eighty (80) acres.

The South East Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty two

3478 (22) North Range seven (7) West containing Forty (40) acres.

The North West Quarter (¼) of the North West Quarter (¼) Section Thirty five (35) Township Twenty

3479 two North Range seven West containing Forty (40) acres.

The East half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty

3480 five (25) North Range nine (9) West containing Eighty (80) acres.

The South half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the North

West Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Ten (10) West con-

3481 taining one hundred and twenty (120) acres.

The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township

3482 Thirty (30) North Range Eleven (11) West containing Forty (40) acres.

The South fr. half (½) of the North West Quarter (¼) Section seven (7) Township Twen-

3483 ty four (24) North Range four (4) West containing Seventy three 26/100 (73.26) acres.

The North West Quarter ¼ of the North East Quarter (¼) and the South East Quarter (¼)

3484 of the North East Quarter (¼) Section Seventeen (17) Township Twenty four (24) North

Range six (6) West containing Eighty (80) acres. Govts Eleven (11) and Twelve (12) Section

3485 Five (5) Township Thirty (30) North Range Ten (10) West containing eighty (80) acres.

The South East Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township

#3487 Thirty one North Range Twelve (12) West containing Forty (40) acres.

The South West Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty

3488 six (26) North Range Eight West containing Forty (40) acres.

The North West fr. Quarter (¼) of the North West Quarter (¼) Section Five (5) Town-

3489 ship Twenty five (25) North Range Fourteen (14) West containing Forty nine 73/100 (49.73) acres.

The North East fr. Quarter (¼) of the North West Quarter (¼) Section Twenty five (25)

3490 Township Twenty nine (29) North Range Eight (8) West containing Thirty nine (39) acres

The North East Quarter (¼) Section Fifteen (15) Township Twenty nine (29) North Range

3491 Eight (8) West containing one hundred and sixty (160) acres.

The West half (½) of the North East Quarter (¼) the West half of the South East Quarter

3492 (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Twenty three

(23) Township Twenty five (25) North Range Eleven (11) West containing two hundred (200) acres.

The South West Quarter (¼) of the North East Quarter (¼) Section Seventeen (17) Township

3493 Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

The East half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty

3494 five (25) North Range Eleven (11) West containing Eighty (80) acres. The South West

3495 Quarter (¼) of Section twenty five (25) Township twenty five (25) North Range six (6) West containing Forty (40) acres.

#3495 The South West Quarter ¼ of the North East Quarter (¼) of the North East Quarter (¼) The North West Quarter (¼) of the South East Quar-

3496 ter (¼) and the North half (½) of the South West Quarter (¼) Section Seventeen (17) Township

Twenty three (23) North Range Five (5) West containing one hundred and sixty (160) acres.

3497 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty one (21) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

3498 The North fr. half (½) of the North West Quarter (¼) Section Seven (7) Township Twenty four (24) North Range four (4) West containing seventy two 82/100 (72. 82) acres.

3499 The South half (½) of the North East Quarter (¼) Section Nine (9) Township Twenty five (25) North Range Fourteen (14) West containing Eighty (80) acres.

3500 The East half (½) of the North East Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range seven (7) West containing Eighty (80) acres.

3501 The North West Quarter (¼) of the North East Quarter Section Thirteen (13) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.

3503 The West half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres.

3504 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty one (31) Township Twenty one (21) North Range six (6) West containing Forty (40) acres.

3505 The West half (½) of the South East Quarter (¼) and the East half (½) of the South West Quarter (¼) Section nineteen (19) Township Twenty one (21) North Range six (6) West containing one hundred and sixty (160) acres.

3506 The North half (½) of the South West Quarter (¼) Section Three (3) Township Twenty one (21) North Range seven (7) West containing Eighty (80) acres.

3507 The South half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range nine (9) West containing Eighty (80) acres.

3508 The North East Quarter (¼) of the North West Quarter (¼) Section Twenty three (23) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

3509 The South half (½) of the South West Quarter (¼) Section nine (9) Township Thirty (30) North Range Fourteen (14) West containing Eighty (80) acres.

3510 The East half (½) of the North East Quarter (¼) Section seventeen (17) Township Twenty four (24) North Range Eight (8) ~~East~~ West containing Eighty (80) acres.

3511 The North half (½) of the South East Quarter (¼) Section Twenty five (25) Township Twenty three (23) North Range Eight (8) West containing Eighty (80) acres. The South East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range nine (9) West containing Forty (40) acres.

3512 The West half (½) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

3514 The North half (½) of the North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range nine (9) West containing one hundred and twenty (120) acres.

3515 The West half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range seven (7) West containing Eighty (80) acres.

3516 The West fr. half (½) of the North West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty three (23) North Range seven (7) West containing one hundred and twenty five 10/100 (125. 10) acres.

3517 The East half (½) of the South East Quarter (¼) Section Thirteen (13) Township Twenty four (24) North Range Nine (9) West containing Eighty (80) acres.

3518 The South half (½) of the North West Quarter (¼) Section Three (3) Township Twenty three (23) North Range nine (9) West containing Eighty (80) acres. The South fr. half (½) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Thirty one (31)

3519 Township Twenty four (24) North Range seven (7) West containing one hundred and eighteen 7/100 (118.47) acres.

3520 The South half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eight (8) West containing Eighty (80) acres.

3521 The North fr. half (½) Section five (5) Township Twenty five (25) North Range Eight (8) West containing three hundred and thirty four 17/100 (334. 17) acres.

3522 The South half (½) of section one (1) Township Twenty five (25) North Range nine (9) West containing three hundred and twenty (320) acres.

3523 The South half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range six (6) West containing Seventy Eight 50/100 (78. 50) acres.

3524 The North half (½) of the North East Quarter (¼) Section Twenty five (25) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

3525 The South West Quarter (¼) of the North East Quarter (¼) Section Thirteen (13) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3526 The West half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Eight (8) West containing one hundred and twenty (120) acres.

3527 The West half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Thirty (30) North Range nine (9) West containing Eighty (80) acres.

3528 The North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.

3529 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty (20) North Range six (6) West containing Eighty (80) acres.

3530 The South West Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3531 The East fr. half (½) of the North East Quarter (¼) Section one (1) Township Twenty three (23) North Range Five (5) West containing Eighty four 7/100 (84. 07) acres.

3532 The South East Quarter (¼) of the South West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) Section Seventeen (17) Township Twenty five (25) North Range six West containing Eighty (80) acres.

3533 The South East Quarter (¼) of the South East Quarter (¼) Section Fifteen (15) Township Twenty eight (28) North Range Thirteen (13) West containing Forty (40) acres.

3534 The North West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

3535 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty seven (27) North Range seventeen (17) West containing Forty (40) acres.

3536 The North half (½) of the South West Quarter (¼) Section Five (5) Township Thirty (30) North Range Ten (10) West containing eighty (80) acres.

3537 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township

Twenty seven (27) North Range sixteen (16) West containing Forty (40) acres.

3538 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty eight (28) North Range Thirteen (13) West containing Forty (40) acres.

3539 The North East Quarter (¼) of the North East Quarter Section Twenty nine (29) Township Twenty six (26) North Range Nineteen (19) West containing Forty (40) acres.

3540 The North East Quarter (¼) of the South West Quarter (¼) Section Seventeen (17) Township Twenty five (25) North Range Fourteen (14) West containing Forty (40) acres.

#3541 The North half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty six (26) North Range seven (7) West containing Eighty (80) acres.

3542 The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty six North Range Fourteen (14) West containing Eighty (80) acres.

#3543 The North half (½) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range five (5) West containing Eighty (80) acres.

3544 The South West Quarter (¼) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Twenty seven Township Twenty three (23) North Range Four (4) West containing Eighty (80) acres.

3545 The North half (½) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Eighteen (18) West containing Eighty (80) acres.

3546 The North West Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Nineteen (19) West containing Forty (40) acres.

3547 The North West Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township One (21) North Range Seven (7) West containing Forty (40) acres.

3548 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter Section nine (9) Township Twenty eight (28) North Range Ten (10) West containing Eighty (80) acres.

3549 The North West Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

3550 The South half (½) of the South East Quarter (¼) Section Three (3) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3551 The North half of the South East Quarter (¼) Section three (3) Township twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3552 The North East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Fifteen (15) West containing one hundred and sixty (160) acres.

3553 The South half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty six (26) North Range Fourteen (14) West containing Eighty (80) acres.

#3554 The South West Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3555 The south half (½) of the South East Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range eight (8) West containing Eighty (80) acres.

3556 The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township nine (29) North Range Eleven (11) West containing Forty (40) acres.

3557 The South East Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

3559 The South East Quarter (¼) of the North West Quarter (¼) Section seventeen (17) Township Twenty five (25) North Range fourteen (14) West containing Forty (40) acres.

#3560 The South West Quarter (¼) of the North East Quarter (¼) Section seventeen (17) Township Twenty five (25) North Range six (6) West containing Forty (40) acres.

3561 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty four (24) North Range three (3) West containing eighty (80) acres.

3563 The South West Quarter (¼) Section Five (5) Township Twenty five (25) North Range Eight (8) West containing one hundred and sixty (160) acres. The South West Quarter (¼) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3564 The North East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty seven (27) North Range Twelve (12) West containing Forty (40) acres.

3565 The North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Three (3) West containing two hundred (200) acres.

#3567 The South East Quarter (¼) of the South East Quarter (¼) Section fifteen (15) Township Twenty six (26) North Range Nineteen (19) West containing forty (40) acres.

3568 The North West Quarter (¼) Section Nine (9) Township Twenty three (23) North Range Eight (8) West containing one hundred and sixty (160) acres.

3569 The South East Quarter (¼) Section nine (9) Township Twenty three (23) North Range eight (8) West containing one hundred and sixty (160) acres.

3570 All of Section Thirty one (31) Township Twenty three (23) North Range seven (7) West containing Six hundred and forty eight 50/100 (648.50) acres.

3571 The South West Quarter (¼) of the North East Quarter (¼) Section Twenty seven (27) Township Twenty six (26) North Range Eight West containing Forty (40) acres.

#3573 The North West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13) Township Twenty three (23) North Range Four (4) West containing Forty (40) acres.

3574 The South East Quarter (¼) of the North East Quarter (¼) Section Seven (7) Township twenty (20) North Range four (4) West containing Forty (40) acres.

3575 The South West Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

3577 The North West Quarter (¼) of the South East Quarter (¼) Section Twenty five (25) Township Thirty (30) North Range Eight (8) West containing Forty (40) acres.

3578 The North East Quarter (¼) Section Twenty nine (29) Township Twenty five (25) North Range Eleven (11) West containing ~~containing~~ one hundred and sixty (160) acres.

3580 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Township Twenty six (26) North Range Eight (8) West containing Forty (40) acres.

3581 The South West Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty one (21) North Range seven (7) West containing Forty (40) acres.

3582 The North East fr. Quarter (¼) Section one (1) Township Twenty three (23) North Range Six (6) West containing one hundred and Seventy four 5/100 (174.05) acres.

3585 The East half (½) of the South East Quarter (¼) Section Fifteen (15) Township nineteen

(9) North Range one (1) East containing Eighty 80 acres.

3587 The North West Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty nine (29) North Range nine (9) West containing Forty (40) acres.

3588 The West half (½) of the South West Quarter (¼) Section Twenty seven (27) Township Twenty three (23) North Range six (6) West containing eighty (80) acres.

3589 The North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty five (25) North Range eight (8) West containing Two hundred (200) acres. The South West Quarter (¼) of the North East Quarter (¼) The South half (½) of the North West Quarter (¼) and the South West Quarter (¼) Section Thirty five (35) Township Twenty two (22) North Range one (1) East containing

3590 Two hundred and Eighty (280) acres.

3591 The West half (½) of the North East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Eleven (11) West containing Eighty (80) acres.

3592 The South West Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Ten (10) West containing Forty (40) acres.

3593 The West half (½) of the South West Quarter (¼) Section Eleven (11) Township Twenty seven (27) North Range Twelve (12) West containing Eighty (80) acres.

3594 The North East Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Township Twenty eight (28) North Range Twelve (12) West containing Forty (40) acres.

3595 The South East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty eight (28) North Range sixteen (16) West containing Forty (40) acres.

3596 The South for half (½) of the South West Quarter (¼) Section Thirty one (31) Township Twenty four (24) North Range eight (8) West containing Eighty one 19/100 (81.19) acres.

3597 The North for ¼ half (½) of the North West Quarter (¼) Section Seven (7) Township Twenty four (24) North Range nine (9) West containing Eighty 9/100 (80.09) acres.

3598 The South East Quarter (¼) of the North East Quarter (¼) the West half (½) of the North East Quarter (¼) and the North half (½) of the North West Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range nine (9) West containing two hundred (210) acres. The North for ¼ half (½) of the North West Quarter (¼)

3599 Section nineteen (19) Township Twenty five (25) North Range nine West containing seventy Eight 59/100 (78.59) acres. The South East Quarter (¼) of the North West Quarter (¼) Section Seventeen (17) Township Twenty three (23) North Range eight (8)

3600 West containing Forty (40) acres. The North East Quarter (¼) of the South West Quarter (¼)

3601 Section seventeen (17) Township Twenty three (23) North Range Eight (8) West containing Forty (40) acres.

3602 The North half (½) of the North West Quarter (¼) Section Twenty nine (29) Township Twenty four (24) North Range six (6) West containing Eighty (80) acres.

3603 The South half (½) of the South West Quarter (¼) Section one (1) Township Twenty three (23) North Range ten (10) West containing eighty (80) acres.

3604 The South East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township three (23) North Range eight (8) West containing Forty (40) acres.

3605 The West half (½) of the North East Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range nine (9) West containing Eighty (80) acres.

3606 The North West Quarter (¼) Section nine (9) Township Twenty three (23) North Range nine (9) West containing one hundred and Sixty (160) acres.

3607 The South West Quarter (¼) of the North East Quarter (¼) Section Thirty three (33) Township Thirty (30) North Range nine (9) West containing Forty (40) acres.

3608 The North East Quarter (¼) of the North East Quarter (¼) Section nineteen (19) Township Thirty (30) North Range nine (9) West containing Forty (40) acres.

3609 The North East Quarter (¼) of the South East Quarter (¼) Section seven (7) Township Twenty two North Range six (6) West containing Forty (40) acres.

3610 The West half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) Section Twenty seven (27) Township Twenty four (24) North Range Eleven (11) West containing one hundred and twenty (120) acres.

3611 The West half (½) of the North West Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range six West containing Eighty (80) acres.

3613 The North West Quarter (¼) of the South East Quarter (¼) and the East half (½) of the South East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range Fifteen (15) West containing one hundred and twenty (120) acres.

3614 The North half (½) of the North West Quarter (¼) Section nine (9) Township Twenty nine (29) North Range sixteen West containing Eighty (80) acres.

3615 The North for one half (½) of the North West Quarter (¼) Section one (1) Township twenty five (25) North Range Three West containing ninety one 4/100 (91.04) acres.

3616 The West for ¼ half (½) of the North West Quarter (¼) Section seven (7) Township Twenty three (23) North Range six (6) West containing seventy nine 24/100 (79.24) acres.

3617 The South West Quarter (¼) of the North West Quarter (¼) Section Thirteen (13) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

3618 The South half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range nine (9) West containing one hundred and sixty (160) acres.

3619 The East half (½) of the North West Quarter (¼) Section Nineteen (19) Township Twenty four (24) North Range six (6) West containing eighty (80) acres.

3620 The West half (½) of the North East Quarter (¼) Section Twenty nine (29) Township Twenty four North Range Ten (10) West containing Eighty (80) acres.

3621 The South East Quarter (¼) Section Thirty three (33) Township Twenty five (25) North Range Seven (7) West containing one hundred and sixty (160) acres. The South half (½) of the South East

3622 Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range eight West containing eighty (80) acres. The South half (½) of the North half (½) the North half (½) of the

3623 South half (½) and the South half (½) of the South half (½) and the North half (½) of

3624 the North East Quarter (¼) Section Twenty one (21) Township Twenty five (25) North Range Eight

3625 3626 (8) West containing five hundred and sixty (560) acres.

3627 The South half (½) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section Thirty three (33) Township Twenty four (24) North Range nine (9) West containing one hundred and twenty (120) acres.

3628 The North West quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty six (26) North Range Fifteen (15) West containing Forty (40) acres.

The North West Quarter (¼) of the South East Quarter and the South East Quarter (¼) of
#3629 the South East Quarter (¼) Section nine (9) Township Twenty six (26) North Range Thirteen
(13) West containing eighty (80) acres. The North East fr.c Quarter (¼) and the South half (½)
3630 Section three (3) Township Twenty three North Range nine West containing four hundred
and ninety eight 20/100 (498.20) acres. The South half (½) of the North West Quarter (¼)
and the North half (½) of the South West Quarter (¼) Section Twenty seven (27) Town
3631 ship Twenty five (25) North Range eight (8) West containing one hundred and sixty
(160) acres. The South West Quarter (¼) Section one (1) Township Twenty four (24) North
3632 Range Nine (9) West containing one hundred and sixty (160) acres.
The South East Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Towns hip
3633 Thirty (30) North Range nine (9) West containing Forty (40) acres.
The West fr.c half (½) of the North West Quarter (¼) Section Thirty one (31) Town ship
3634 Twenty four (24) North Range eight (8) West containing Eighty two 33/100 (82.33) acres.
The West half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty
3635 seven (27) North Range seven west containing eighty (80) acres.
The South East Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Town ship Twenty
#3636 five (25) North Range fifteen (15) West containing Forty (40) acres.
The South half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the
3637 North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range
eight (8) West containing one hundred and twenty (120) acres.
The South West Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Town ship
3638 Twenty seven (27) North Range eight (8) West containing Forty (40) acres.
The South West fr.c Quarter Section Thirty one (31) Township Twenty nine (29) North
3639 Range Four (4) West containing one hundred and fifty five 36/100 (155.36) acres.
The South West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23)
3640 Township Twenty three (23) North Range Eight (8) West containing Forty (40) acres.
Lot one (1) Section Nine (9) Township Twenty five (25) North Range Thirteen (13) West containing Twenty four 20/100 (24.20) acres
3641 The South East Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty eight (28)
3642 North Range Twelve (12) West containing Forty (40) acres.
3642 The North East Quarter (¼) of the North West Quarter (¼) Section Thirteen (13) Township
3643 Twenty six (26) North Range Nine (9) West containing Forty (40) acres.
The South West Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty
3644 four (24) North Range Two (2) West containing Forty (40) acres.
The North East Quarter (¼) of the North East Quarter (¼) and the South West Quarter (¼)
3645 of the North East Quarter (¼) Section Eleven (11) Township Twenty seven (27) North
Range seven (7) West containing Eighty (80) acres.
The West fr.c half (½) of the North West Quarter (¼) Section nineteen (19) Town ship
3646 Twenty seven (27) North Range Eleven (11) West containing Seventy five 47/100 (75.44) acres
The North West fr.c Quarter (¼) of the North West Quarter (¼) Section Thirty one (31)
3647 Township Thirty (30) North Range Eleven (11) West containing Thirty three 46/100 (36.46) acres.
The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) North
#3650 Range Two (2) West containing Forty (40) acres.

The East half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty four
3652 (24) North Range seven (7) West containing Eighty (80) acres.
The North West Quarter (¼) of the South East Quarter (¼) and the North East Quarter (¼) of the
3653 South West Quarter (¼) Section seventeen (17) Township Twenty five (25) North
Range six (6) West containing Eighty (80) acres.
3654 The North fr.c half (½) of the South West Quarter (¼) and the fr.c South fr.c half (½) of the South
+3655 West Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range five
(5) West containing one hundred and sixty one 20/100 (161.20) acres.
The North East fr.c Quarter (¼) of the North West Quarter (¼) Section one (1) Township
3656 Nineteen (19) North Range seven West containing fifty 1/100 (50.18) acres.
The East half (½) of the South West Quarter (¼) Section Thirty five (35) Township
3657 Twenty nine (29) North Range Twelve (12) West containing Eighty (80) acres.
The East half (½) of the South East Quarter (¼) Section Thirty five (35) Township Twen
3658 ty nine (29) North Range Twelve (12) West containing eighty (80) acres.
The West half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty
3659 six (26) North Range Nineteen (19) West containing Eighty (80) acres.
The South West Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Town
3660 ship Thirty (30) North Range Thirteen West containing Forty (40) acres.
The North East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Town
3661 ship Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.
The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter
3662 (¼) of the South East Quarter (¼) Section nine (9) Township Thirty (30)
North Range Thirteen (13) West containing Eighty (80) acres.
The South half (½) of the South East Quarter (¼) Section Fifteen (15) Township Thirty
3663 30) North Range Thirteen (13) West containing Eighty (80) acres.
The South half (½) of the South East Quarter (¼) Section Twenty five (25) Township
3664 Thirty (30) North Range Eleven (11) West containing Eighty (80) acres.
The West half (½) of the South East Quarter (¼) and North East Quarter (¼) of the
3665 South East Quarter (¼) Section Three (3) Township Twenty four (24) North Range
ten (10) West containing one hundred and twenty (120) acres.
Lots Two (2) Three (3) and Four (4) Section Twenty nine (29) Township
3666 Twenty six (26) North Range Two (2) West containing Eighty Eight 1/100 (88.10) acres
The West half (½) of the North East Quarter and the South East Quarter (¼) of
3667 the North East Quarter Section Thirteen (13) Township Twenty seven (27)
North Range seven (7) West containing one hundred and twenty (120) acres.
The North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Town
3668 ship Twenty six (26) North Range Eight West containing Forty (40) acres.
The South East Quarter (¼) of the North West Quarter (¼) Section one (1) Town
3669 ship Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.
3670 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33)
Township Twenty Eight (28) North Range Seventeen (17) West containing Forty (40) acres
3671 The North half (½) of the North East Quarter (¼) Section Twenty three (23) Township

The North West Quarter (¼) of the South East Quarter and the South East Quarter (¼) of
#3629 the South East Quarter (¼) Section nine (9) Township Twenty six (26) North Range Thirteen
(13) West containing eighty (80) acres. The North East fr.l Quarter (¼) and the South half (½)
3630 Section three (3) Township Twenty three North Range nine West containing four hundred
and ninety eight 26/100 (498.26) acres. The South half (½) of the North West Quarter (¼)
and the North half (½) of the South West Quarter (¼) Section Twenty seven (27) Town
3631 ship Twenty five (25) North Range eight (8) West containing one hundred and sixty
(160) acres. The South West Quarter (¼) Section one (1) Township Twenty four (24) North
3632 Range Nine (9) West containing one hundred and sixty (160) acres.
The South East Quarter (¼) of the South East Quarter (¼) Section Nineteen (19) Town ship
3633 Thirty (30) North Range nine (9) West containing Forty (40) acres.
The West fr.l half (½) of the North West Quarter (¼) Section Thirty one (31) Town ship
3634 Twenty four (24) North Range eight (8) West containing Eighty two 33/100 (82.33) acres.
The West half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty
3635 seven (27) North Range seven west containing eighty (80) acres.
The South East Quarter (¼) of the North West Quarter (¼) Section Eleven (11) Township Twenty
#3636 five (25) North Range fifteen (15) West containing Forty (40) acres.
The South half (½) of the North East Quarter (¼) and the South East Quarter (¼) of the
3637 North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range
eight (8) West containing one hundred and twenty (120) acres.
The South West Quarter (¼) of the South West Quarter (¼) Section Fifteen (15) Town ship
3638 Twenty seven (27) North Range eight (8) West containing Forty (40) acres.
The South West fr.l Quarter Section Thirty one (31) Township Twenty nine (29) North
3639 Range Four (4) West containing one hundred and fifty five 36/100 (155.36) acres.
The South West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23)
3640 Township Twenty three (23) North Range Eight (8) West containing Forty (40) acres.
(24.20) acres
3641 Lot one (1) Section Nine (9) Township Twenty five (25) North Range Thirteen (13) West containing Twenty four 20/100
The South East Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty eight (28)
3642 North Range Twelve (12) West containing Forty (40) acres.
3642
The North East Quarter (¼) of the North West Quarter (¼) Section Thirteen (13) Township
3643 Twenty six (26) North Range Nine (9) West containing Forty (40) acres.
The South West Quarter (¼) of the South East Quarter (¼) Section nine (9) Township Twenty
3644 four (24) North Range Two (2) West containing Forty (40) acres.
The North East Quarter (¼) of the North East Quarter (¼) and the South West Quarter (¼)
3645 of the North East Quarter (¼) Section Eleven (11) Township Twenty seven (27) North
Range seven (7) West containing Eighty (80) acres.
The West fr.l half (½) of the North West Quarter (¼) Section nineteen (19) Township
3646 Twenty seven (27) North Range Eleven (11) West containing Seventy five 44/100 (75.44) acres.
The North West fr.l Quarter (¼) of the North West Quarter (¼) Section Thirty one (31)
3647 Township Thirty (30) North Range Eleven (11) West containing Thirty three 46/100 (36.46) acres.
Township Twenty three (23)
The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33) North
#3650 Range Two (2) West containing Forty (40) acres.

3652 The East half (½) of the South East Quarter (¼) Section Eleven (11) Township Twenty four
(24) North Range seven (7) West containing eighty (80) acres.
3653 The North West Quarter (¼) of the South East Quarter (¼) and the North East Quarter (¼) of the
South West Quarter (¼) Section seventeen (17) Township Twenty five (25) North
Range six (6) West containing Eighty (80) acres.
3654 The North fr.l half (½) of the South West Quarter (¼) and the South fr.l half (½) of the South
3655 West Quarter (¼) Section Thirty one (31) Township Twenty three (23) North Range five
(5) West containing one hundred and sixty one 20/100 (161.20) acres.
3656 The North East fr.l Quarter (¼) of the North West Quarter (¼) Section one (1) Township
Nineteen (19) North Range seven West containing fifty 18/100 (50.18) acres.
3657 The East half (½) of the South West Quarter (¼) Section Thirty five (35) Township
Twenty nine (29) North Range Twelve (12) West containing Eighty (80) acres.
3658 The East half (½) of the South East Quarter (¼) Section Thirty five (35) Township nine
ty nine (29) North Range Twelve (12) West containing eighty (80) acres.
The West half (½) of the South West Quarter (¼) Section Fifteen (15) Township Twenty
3659 six (26) North Range nineteen (19) West containing Eighty (80) acres.
3660 The South West Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Town
ship Thirty (30) North Range Thirteen West containing Forty (40) acres.
3661 The North East Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Town
ship Thirty (30) North Range Thirteen (13) West containing Forty (40) acres.
The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter
3662 (¼) of the South East Quarter (¼) Section nine (9) Township Thirty (30)
North Range Thirteen (13) West containing Eighty (80) acres.
3663 The South half (½) of the South East Quarter (¼) Section Fifteen (15) Township Thirty
30) North Range Thirteen (13) West containing Eighty (80) acres.
3664 The South half (½) of the South East Quarter (¼) Section Twenty five (25) Township
Thirty (30) North Range Eleven (11) West containing Eighty (80) acres.
3665 The West half (½) of the South East Quarter (¼) and North East Quarter (¼) of the
South East Quarter (¼) Section Three (3) Township Twenty four (24) North Range
ten (10) West containing one hundred and twenty (120) acres.
3666 Lots Two (2) Three (3) and Four (4) Section Twenty nine (29) Township
Twenty six (26) North Range Two (2) West containing Eighty Eight 1/100 (88.10) acres
3667 The West half (½) of the North East Quarter and the South East Quarter (¼) of
the North East Quarter Section Thirteen (13) Township Twenty seven (27)
North Range seven (7) West containing one hundred and twenty (120) acres.
3668 The North East Quarter (¼) of the North West Quarter (¼) Section Fifteen (15) Town
ship Twenty six (26) North Range Eight West containing Forty (40) acres.
3669 The South East Quarter (¼) of the North West Quarter (¼) Section one (1) Town
ship Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.
3670 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty three (33)
Township Twenty Eight (28) North Range Seventeen (17) West containing Forty (40) acres
3671 The North half (½) of the North East Quarter (¼) Section Twenty three (23) Township

Twenty seven (27) North Range Fifteen (15) West containing eighty (80) acres.

3672 The North East Quarter (¼) of the North East Quarter Section seven (7) Township Twenty four (24) North Range Five (5) West containing Forty (40) acres.

3673 The East half (½) of the North East Quarter Section Twenty one (21) Township Thirty (30) North Range eight (8) West containing Eighty (80) acres.

3675 The North West Quarter (¼) of the South West Quarter (¼) Section one (1) Township Twenty seven (27) North Range Fifteen (15) West containing Forty (40) acres.

3676 The South East Quarter (¼) of the South West Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range Ten West containing Forty (40) acres.

3677 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty five 35 Township Twenty six (26) North Range eight (8) West containing Forty (40) acres.

3678 The North West Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty five (25) North Range Fifteen (15) West containing Forty (40) acres.

3679 The North West fr.l Quarter (¼) of the South West Quarter (¼) Section Nineteen (19) Township Twenty seven (27) North Range seven (7) West containing Twenty eight 57/100 (28.57) acres.

3681 The North East Quarter (¼) of the South West Quarter (¼) and the North West Quarter (¼) of the South East Quarter (¼) Section Three Township Twenty five (25) North Range Eight West containing Eighty (80) acres.

3682 The South half (½) of the South East Quarter (¼) Section Nine (9) Township Twenty three (23) North Range seven (7) West containing Eighty (80) acres.

3683 The South East Quarter (¼) of the North East Quarter (¼) Section Eleven (11) Township Twenty four (24) North Range seven (7) West containing Forty (40) acres.

3684 The West half (½) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty three (23) North Range seven (7) West containing eighty 56) acres.

3685 The South half (½) of the South East Quarter (¼) Section nine (9) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3686 The North West Quarter (¼) Section Twenty seven (27) Township Twenty seven (27) North Range seven (7) West containing one hundred and sixty (160) acres.

3687 The South West fr.l Quarter (¼) of the North West Quarter (¼) and the North West fr.l Quarter (¼) of the South West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range nine (9) West containing seventy two 46/100 (72.46) acres.

3688 The South West Quarter (¼) of the South East Quarter (¼) Section Five (5) Township Twenty five (25) North Range eight (8) West containing Forty (40) acres.

3689 The South West fr.l Quarter (¼) of the North West Quarter (¼) Section Thirty one Township Thirty (30) North Range Ten (10) West containing Thirty five 2/100 (35.02) acres.

3690 The North fr.l half (½) of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼) Section Three (3) Township Twenty four (24) North Range Eight (8) West containing one hundred and twenty 76/100 (120.76) acres.

3691 The North East fr.l Quarter (¼) of the North West Quarter (¼) and the North West fr.l Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty two (22) North Range Eight West containing ninety four 53/100 (94.53) acres.

3692 The West half (½) of the North East Quarter (¼) Section Twenty seven (27) Township Twen-

ty seven (27) North Range seven (7) West containing Eighty (80) acres.

3694 The East half (½) of the North East Quarter (¼) the North West Quarter (¼) of the North East Quarter (¼) the North half (½) of the North West Quarter (¼) the South West Quarter (¼) of the North West Quarter (¼) the North West Quarter (¼) of the South West Quarter (¼) the South half (½) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty two (22) North Range one (1) West containing Four hundred acres.

3696 The South East Quarter (¼) of the South West Quarter (¼) Section nine (9) Township Twenty seven (27) North Range Thirteen (13) West containing Forty (40) acres.

3697 The South East Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty five (25) North Range Ten (10) West containing Forty (40) acres.

3698 The North East Quarter (¼) of the South East Quarter (¼) Section Eleven (11) Township Twenty nine (29) North Range fifteen (15) West containing Forty (40) acres.

3699 The South East Quarter (¼) of the North East Quarter (¼) Section one (1) Township Twenty nine (29) North Range Eleven (11) West containing Forty (40) acres.

3700 The North West fr.l Quarter (¼) of the North West Quarter (¼) Section Five (5) Township Twenty nine (29) North Range Ten (10) West containing Forty 49/100 (40.49) acres.

3702 The North half (½) of the South East Quarter Section Twenty seven (27) Township Twenty five (25) North Range five (5) West containing eighty (80) acres.

3703 The South half (½) of the South West Quarter (¼) Section Twenty one (21) Township Thirty one (31) North Range Thirteen (13) West containing eighty (80) acres.

3704 The South East Quarter (¼) of the South West Quarter (¼) Section Five (5) Township Twenty seven (27) North Range nineteen (19) West containing Forty (40) acres.

3705 The North half (½) of the South East Quarter (¼) Section Thirteen (13) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3706 The South half (½) of the South West Quarter (¼) Section Twenty one (21) Township Twenty seven (27) North Range seven (7) West containing Eighty (80) acres.

3708 The South West fr.l Quarter (¼) of the South West Quarter (¼) Section nineteen (19) Township Twenty eight (28) North Range Ten (10) West containing Thirty seven 86/100 (37.86) acres. The South West Quarter (¼) of the South West Quarter (¼) Section

3709 Five (5) Township Twenty four (24) North Range Five (5) West containing Forty (40) acres

3710 The North West fr.l Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range six (6) West containing one hundred and fifty seven 95/100 (157.95) acres.

3711 The South West Quarter (¼) Section nine (9) Township Twenty seven (27) North Range Twelve West containing one hundred and sixty (160) acres.

3712 The South half (½) of the North West Quarter (¼) Section nine (9) Township Twenty five (25) North Range Fifteen (15) West containing Eighty (80) acres.

3713 The South East Quarter (¼) of the North West Quarter (¼) and the East half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Eleven (11) West containing one hundred and twenty (120) acres.

3714 The South half (½) of the North West Quarter (¼) Section Three (3) Township Twenty eight (28) North Range Thirteen (13) West containing Eighty (80) acres.

3715 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty one (31) Town-

ship Twenty two (22) North Range four (4) West containing Forty (40) acres.

3716 The North half (½) of the South East Quarter (¼) Section Fifteen (15) Township Thirty (30) North Range Thirteen (13) West containing Eighty (80) acres.

3717 The South West Quarter (¼) of the South East Quarter (¼) and Lot Eight (8) Section Three (3) Township Twenty seven (27) North Range Thirteen (13) West containing Sixty two 55/100 (62.55) acres. The South West Quarter (¼) of the South West Quarter (¼) Section Twenty nine (29) Township Thirty one (31) North Range Fourteen (14) West containing Forty (40) acres. The South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) Section Thirteen (13)

3718 Township Twenty eight (28) North Range Eleven (11) West containing Eighty (80) acres.

3719 The East half (½) of the South West Quarter (¼) Section Thirty five (35) Township Thirty one (31) North Range Thirteen (13) West containing Eighty (80) acres.

3720 The North half (½) of the South West Quarter (¼) Section Twenty seven (27) Township

3721 Twenty five (25) North Range Five (5) West containing Eighty (80) acres.

3723 The North West Quarter (¼) of the South West Quarter (¼) Section Twenty three (23) Township Twenty nine (29) North Range Fifteen (15) West containing Forty (40) acres

3724 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range fourteen (14) West containing Forty (40) acres.

3725 The South East Quarter (¼) of the South East Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Ten (10) West containing Forty (40) acres.

3726 The North half (½) of the South West Quarter and the North West Quarter of the South East Quarter (¼) Section Three (3) Township Thirty (30) North Range Ten (10) West containing one hundred and twenty (120) acres.

3727 The South half (½) of the North East Quarter (¼) Section Five (5) Township Twenty two (22) North Range six (6) West containing Eighty (80) acres.

3728 The South half (½) of the North East Quarter (¼) The South West Quarter (¼) and the West half (½) of the South East Quarter (¼) Section Three (3) Township Twenty four (24) North Range Four West containing three hundred and twenty (320) acres.

3729 The West fr. ½ half (½) of the North West Quarter (¼) Section Thirty one (31) Township Twenty nine (29) North Range Thirteen (13) West containing Fifty six 86/100 (56.86) acres

3730 The North West Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty Eight (28) North Range sixteen (16) West containing Forty (40) acres.

3731 The South East Quarter (¼) of the North East Quarter (¼) Section Thirty five (35) Township Twenty four (24) North Range six (6) West containing Forty (40) acres.

3732 The South West Quarter (¼) Section Twenty seven (27) Township Twenty nine (29) North Range Eleven (11) West containing one hundred and sixty (160) acres.

3734 The South East Quarter (¼) of the North West Quarter (¼) Section Twenty one (21) Township Twenty six (26) North Range six (6) West containing Forty (40) acres.

3735 The South fr. ½ half (½) of the North West Quarter (¼) Section Thirty one (31) Township Twenty seven (27) North Range Eleven (11) West containing Seventy Seven 55/100 (77.55) acres.

3736 The North West fr. ¼ Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty eight North Range Fifteen (15) West containing Thirty Eight 80/100 (38.80) acres.

8737 The West fr. ½ half (½) of the North West Quarter (¼) Section Three (3) Township Twenty four (24) North Range seven (7) West containing seventy five 4/100 (75.04) acres.

8738 The South East Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range Nine (9) West containing one hundred and sixty (160) acres.

8739 The South East Quarter (¼) of the North East Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) Section one (1) Township Twenty two (22) North Range eight (8) West containing eighty (80) acres.

3740 The South West fr. ¼ Quarter (¼) Section Thirty one (31) Township Twenty five (25) North Range seven (7) West containing one hundred and forty seven 60/100 (147.60) acres.

3741 The South West Quarter (¼) of the South West Quarter (¼) of Section Thirteen (13) Township Twenty five (25) North Range Nine West containing Forty (40) acres.

3742 The North half of the North East Quarter (¼) Section Fifteen (15) Township Twenty four (24) North Range nine (9) West containing eighty (80) acres.

3743 The West half (½) of the north West Quarter (¼) Section Thirty five (35) Township five (25) North Range nine (9) West containing eighty (80) acres

3744 The East half (½) of the North West Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range nine West containing eighty (80) acres.

3745 The East half (½) of the South West Quarter (¼) Section Twenty nine (29) Township Twenty eight (28) North Range twelve (12) West containing eighty (80) acres.

3746 The North half (½) of the North West Quarter (¼) Section Twenty three (23) Township Thirty one (31) North Range Twelve (12) West containing Eighty (80) acres.

3747 The West half (½) of the South West Quarter (¼) Section Twenty three (23) Township Thirty one (31) North Range twelve (12) West containing eighty (80) acres.

3748 The South East Quarter of the South West Quarter (¼) Section Twenty nine (29) Township Twenty nine (29) North Range Thirteen (13) West containing Forty (40) acres.

3749 The East half (½) of the North East Quarter (¼) Section Seven (7) Township Twenty nine (9) North Range Twelve (12) West containing eighty (80) acres.

3750 The North East Quarter (¼) of the South East Quarter (¼) Section Three (3) Township Twenty nine (29) North Range Fourteen (14) West containing Forty (40) acres.

3751 The West half (½) of the South East Quarter (¼) Section seventeen (17) Township Twenty five (25) North Range Fourteen West (¼) North containing Eighty (80) acres.

3752 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty five (25) North Range Six (6) West containing Forty (40) acres.

3753 The North East Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the North East Quarter (¼) Section Fifteen (15) Township Twenty three (23) North Range six West containing Eighty (80) acres.

3754 The South East Quarter (¼) of the South West Quarter (¼) Section Thirty five (35) Township Twenty nine (29) North Range seven (7) West containing Forty (40) acres.

3755 The South West Quarter (¼) of the North West Quarter (¼) Section Three (3) Township Twenty eight (28) North Range nine (9) West containing Forty (40) acres.

3756 The South East Quarter (¼) of the South East Quarter (¼) Section Thirty five (35) Township Twenty two (22) North Range seven (7) West containing Forty (40) acres.

3757 The South West Quarter of the South West Quarter (¼) Section Eleven (11) Township
Twenty five (25) North Range eight (8) West containing Forty (40) acres.
3758 The West half (½) of the South East Quarter (¼) Section Thirty one (31) Township Twenty
seven (27) North Range twelve (12) West containing eighty (80) acres.
#3759 The South West Quarter (¼) of the North East Quarter (¼) and the North West Quarter (¼)
of the South West Quarter (¼) Section Three (3) Township Twenty one (21) North
Range one (1) East containing Eighty (80) acres.
3760 The North half (½) of the North East Quarter (¼) Section Eleven (11) Township
Twenty four (24) North Range Ten (10) West containing Eighty (80) acres.
3761 The North West Quarter (¼) of the North West Quarter Section Twenty one (21)
Township Twenty six (26) North Range fifteen (15) West containing Forty (40) acres.
3762 The North East Quarter (¼) of the North East Quarter (¼) Section Thirty three (33)
Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.
3763 The South half (½) of the North East Quarter (¼) Section one (1) Township Twenty seven
(27) North Range Thirteen (13) West containing eighty (80) acres.
3764 The North West Quarter (¼) of the South East Quarter (¼) Section Thirty one (31) Town
ship Twenty five (25) North Range eight (8) West containing Forty (40) acres.
3765 The East half (½) of the North West Quarter (¼) Section Thirty five (35) Township
Twenty four (24) North Range six (6) West containing Eighty (80) acres.
3766 The East half (½) of the South East Quarter (¼) Section Thirty five (35) Township
Twenty seven (27) North Range Twelve (12) West containing eighty (80) acres.
3767 A description in the South West Quarter (¼) of the South West Quarter (¼) Section
Thirty five (35) Township Twenty five (25) North Range five (5) West containing Seven (7) acres.
#3768 The North East Quarter (¼) of the North West Quarter (¼) Section Thirty three (33)
Township twenty two (22) North Range six (6) West containing Forty (40) acres.
3769 The North West Quarter (¼) of the South East Quarter (¼) Section Thirteen (13)
Township Thirty (30) North Range Ten (10) West containing Forty (40) acres.
3770 The West half (½) of the North East Quarter (¼) Section Eleven (11) Township Twenty six (26)
North Range nine (9) West containing Eighty (80) acres.
3771 The South West fr.l Quarter (¼) Section Seven (7) Township Twenty four (24) North Range
Eight (8) West containing one hundred and sixty two 60/100 (162.60) acres.
#3772 The North East Quarter (¼) of the North West Quarter (¼) Section Twenty seven
(27) Township Twenty three (23) North Range seven (7) West containing Forty (40) acres.
#2502 The West fr.l half (½) of the North West Quarter (¼) Section seven (7) Township
Twenty five (25) North Range Five (5) West containing Eighty six 67/100 (86.67) acres.

The said lands are part of those mortgaged and conveyed as aforesaid to the party of the first part hereto. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the right title and

claim of the party of the first part in and to the same subject however to certain contracts of sale of the said lands entered into with divers persons by the West Wisconsin Railway Company prior to the first day of May last: and this indenture is subject also to the provisions of the sixth article of the trust mentioned and contained in the said mortgage or trust deed from the party of the second part to the party of the first part hereto, bearing date May ninth A. D. 1878.

To have and to hold the same to the said parties hereto of the second part, their successors and assigns forever, free, clear and discharged from the lien or encumbrance of the said trust deed, and the payment of the sum or sums of money therein expressed, and every part thereof, except only as to the matters above stated, as to which the said lands and this indenture are above declared to be subject.

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

In presence of: three lines
Erased on the second half sheet before Execution

Wm H. Leonard (seal)
Trustee &c

R. S. Pattenson
R. Egerton.

State of New York }
City and County of New York } ss. On the tenth day of September A. D. 1878. personally came before me, the undersigned, a Commissioner duly appointed under the laws of the State of Wisconsin, and authorised to take the proof and acknowledgement of Deeds &c. to be recorded &c. in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

In witness whereof I have signed my name and affixed my official seal hereto the day and year first above written.

Reuben S. Pattison
Commissioner for Wisconsin

R. S. Pattison Commissioner for the State of Wisconsin

Recorded May 23. 1879.

(J. S.)

✓ No 5. Chicago, St. Paul and Minneapolis Railway Company.

Deed of Release.

This Indenture, made the thirteenth day of January 1879. btween William H. Leonard, of the State of New York, party of the first part, and Wilson Van Vliet & Co. Franz Trieloff, Frederick Koppernick, Knapp, Stout & Co. Company, Hugh B. Mills, G. W. La Pointe and Amos Elliott

parties of the second part,

Witnesseth: Whereas the Chicago, St. Paul and Minneapolis Railway Company in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St. Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St. Croix Lake or River, opposite said town of Hudson, to the city of St. Paul; and also including the lands granted by Congress to the State of Wisconsin and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 Walstan H. Brown, and by them to the Chicago, St. Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds.

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

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of seven thousand, three hundred ($7300.00) 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 Wilson Van Vliet & Co.: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty Three (23) in Township No. Twenty Nine (29) North Range No. Fifteen (15) West containing Forty (40) acres.

To Franz Trieloff: The North half (½) of the South East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty Seven (27) North Range No. Fifteen (15) West containing Eighty (80) acres. 2715

To Frederick Koppennick: The North half (½) of the North East Quarter (¼) of Section No. Eleven (11) in Township No. Twenty seven (27) North Range No. Fifteen (15) West containing Eighty (80) acres. 2715

To the Knapp Stout & Co. Company: Lot No. Four (4) of Section No. Thirteen 13 in Township No. Twenty Eight (28) North Range No. Thirteen (13) West containing Twenty four 15/100 (24 15/100) acres. To Hugh B. Mills: The North West Quarter (1/4) of the North West Quarter (1/4) of Section No. Twenty one (21) in Township No. Twenty (20) North Range No. Two (2) West containing Forty (40) acres. To G. W. La Pointe: The North East Quarter (1/4) of the South East Quarter (1/4) of Section No. Twenty seven (27) in Township No. Twenty Nine (29) North Range No. Fifteen (15) West containing Forty (40) acres.

To Amos Elliott: The North East Quarter (1/4) of the North East Quarter (1/4) the South half (1/2) of the North East Quarter (1/4) the North Half (1/2) of the South West Quarter (1/4) the South West Quarter (1/4) of the South West Quarter (1/4) the north half (1/2) of the South East Quarter (1/4) the South East Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirteen (13) and the North Half (1/2) and the South West Quarter (1/4) of Section No. Fifteen (15) all in Township No. Twenty one (21) North Range No. Three (3) West containing Eight Hundred and Forty (840) acres. — Containing in the aggregate Eleven Hundred and forty four 15/100 (1144 15/) 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 encumbrance 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.

Wm H. Leonard (L.S.)
Trustee

In presence of
Charles T. Dunwell.
Ransom S. Pattison

State of New York }
County of New York } ss. On the thirteenth day of January A.D. 1879 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 acknowledgement of Deeds, &c, to be recorded, &c, in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance and acknowledged that he executed the same for the purposes therein mentioned.

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

Ransom S. Pattison.
Commissioner for Wisconsin

Seal

Recorded May 23rd 1879.

(T. S.)

No. 6. Chicago, St. Paul and Minneapolis Railway Company.

Deed of Release.

This Indenture, made the tenth day of February A.D. 1879. between William H. Leonard, of the State of New York, party of the first part, and the Eau Claire Lumber Co. and Lyman Loring parties of the second part; Witnesseth: Whereas the Chicago, St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St. Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St Croix Lake or River, opposite said town of Hudson, to the city of St. Paul; and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 First Wisconsin Railway Company and others were defendants, the lands herein after described, and other lands, were conveyed to Henry H. Porter, David Dows and Walstein H. Brower, and by them to the Chicago, St. Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the 18th articles of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St. Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of Nineteen thousand, four hundred 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 this presents has released, and quitclaimed to the said parties hereto of the second part, their heirs and assigns, respectively from the lien of the said Mortgage or Trust Deed, all and singular the following described pieces or parcels of land, situate in the said State of Wisconsin, and herein described according to the United States survey, viz:

To the Eau Claire Lumber Co.: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) in Township No. Twenty six (26) North Range No. Five (5) West containing Forty (40) acres. To Seymour Loring: The South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty seven (27) in Township No. Twenty eight (28) North, Range No. Eighteen (18) West containing Forty (40) acres. To the Eau Claire Lumber Co.: The East Half (½) of the South East Quarter (¼) of Section No. Five (5) in Township No. Twenty five (25) North Range No. Three (3) West containing Eighty (80) acres. The North Half (½) of the North East Quarter (¼) the South West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) containing One Town twenty six (26) North Range Three (3) West hundred and fifteen 24/100 (115 24/100) acres. The North East Quarter (¼) of the North West Quarter (¼) of Section No. Seven (7) containing Forty (40) acres. 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. Eleven (11) containing Eighty

(80) acres. all in Township No. Twenty six (26) North Range No. Three (3) West. The East Half (½) of the South West Quarter (¼) 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. Five (5) containing two hundred (200) acres. The North West Quarter (¼) of the North West Quarter (¼) of Section No. Twenty one (21) containing Forty (40) acres. The South West Quarter (¼) of the North East Quarter (¼) of Section No. Twenty nine (29) containing Forty (40) acres. The North West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty one (31) containing Forty (40) acres. all in Township No. Twenty seven (27) North Range No. Three (3) West. The South West Quarter (¼) of the North West Quarter (¼) the North half (½) of the South West Quarter (¼) 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) containing Two hundred and forty (240) acres. The North East Quarter (¼) and the East half (½) of the North West Quarter (¼) of Section No. Thirty one (31), containing Two hundred and forty (240) acres. all in Township No. Twenty six (26) North Range No. Four (4) West. The West fractional half (½) of the North West Quarter (¼) of Section No. Three (3) containing Seventy nine 23/100 (79 23/100) acres. The South East Quarter (¼) of Section No. Seven (7) containing One hundred and sixty (160) acres. The North East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) containing Forty (40) acres. The South half (½) of the North East Quarter (¼) the South half (½) of the North West Quarter (¼) the North half (½) of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Thirteen (13) containing Four hundred (400) acres. The South West Quarter (¼) of the South West Quarter (¼) of Section No. Fifteen (15) containing Forty (40) acres. The North half (½) of the North East Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Twenty one (21) containing one hundred and sixty (160) acres. The North East Quarter (¼) and the North East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) ~~the North East Quarter (¼) of the South West Quarter (¼)~~ and the North half (½) of the South West Quarter (¼) of the South West Quarter (¼) and the North half (½) of the South East Quarter (¼) of Section No. Twenty three (23) containing Three hundred and sixty (360) acres. The North East Quarter (¼) the North half (½) of the North West Quarter (¼) 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. Twenty seven (27) containing Three hundred and sixty (360) acres. The North East Quarter (¼) of the North East Quarter (¼) of Section No. Twenty nine (29) containing Forty (40) acres. The South West fractional Quarter (¼) and the South West fractional Quarter (¼) of the North West Quarter (¼) of Section No. Thirty one (31) containing one hundred and sixty eight 70/100 (168 70/100) acres. all in Township No. Twenty seven (27) North Range No. Four (4) West. The West fractional half (½) of Section No. Seven (7) containing Three hundred and eighteen 26/100 (318 26/100) acres. The South West Quarter (¼) of the South West Quarter (¼) of Section No. twenty three (23) containing Forty (40) acres. The North West Quarter (¼) of the North West Quarter (¼) of Section No. twenty seven (27) containing Forty (40) acres. The North fractional half (½) of the North West Quarter (¼) of Section No. Thirty one (31) containing Seventy nine 45/100 (79 45/100) acres. The South East Quarter (¼) of the South West Quarter (¼) and the North East Quarter (¼) of the South East Quarter (¼) of Section No. Thirty three (33) containing Eighty (80) acres. all in Township No. Twenty eight (28) North Range No. Four (4) West. The North East Quarter (¼) of the South West Quarter (¼) the South West Quarter of the South West Quarter (¼) and the South East Quarter (¼) of Section No. Nine (9) containing Two hundred and forty (240) acres. The North West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of

Section No. Fifteen (15) containing Eighty (80) acres. all in Township No. Twenty five (25) North Range No. Five (5) West. The West half (½) of the North West Quarter (¼) of Section No. Twenty one (21) and the North half (½) of the North East Quarter (¼) of said Section (21) containing One hundred and sixty (160) acres. The East half (½) the North East Quarter (¼) of the North West Quarter (¼) and the North East Quarter (¼) of the South West Quarter (¼) of Section No. Twenty five (25) containing Four hundred (400) acres. The North West Quarter (¼) of the North West Quarter (¼) the South half (½) of the North West Quarter (¼) The South West Quarter (¼) of the South East Quarter (¼) of Section No. Thirty five (35) containing One hundred and sixty (160) acres. all in Township No. Twenty six (26) North and Range No. Five (5) West. The South West Quarter (¼) of the North East Quarter (¼) of Section No. Five (5) containing Forty (40) acres. The North East Quarter (¼) of the North East Quarter (¼) the West half (½) of the North East Quarter (¼) the West fractional half (½) and the West half (½) of the South East Quarter (¼) of Section No. Seven (7) containing Five hundred and twenty two (522) acres. The North West Quarter (¼) of the North East Quarter (¼) the South half (½) of the South West Quarter (¼) the North West Quarter (¼) of the South East Quarter (¼) and the South half (½) of the South East Quarter (¼) of Section No. Nine (9) containing Two hundred and forty (240) acres. The North East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) containing Forty (40) acres. ~~The North East Quarter (¼) of the North West Quarter (¼) of Section No. Eleven (11) containing Forty (40) acres.~~ The North East Quarter (¼) of the South East Quarter (¼) and the South East Quarter (¼) of the North East Quarter (¼) of Section No. Seventeen (17) containing Eighty (80) acres. The North half (½) of the North East Quarter (¼) and the South half (½) of the North West Quarter (¼) of Section No. Twenty nine (29) containing One hundred and sixty (160) acres. The North West Quarter (¼) of the South West Quarter (¼) of Section No. Thirty three (33) containing Forty (40) acres. all in Township No. Twenty seven (27) North and Range No. Five (5) West. containing in the aggregate five thousand, seven hundred and twenty two 88/100 (5722 88/100) 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 encumbrance 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 T. Dunwell
W. S. Pattison

Wm H. Leonard (seal)
Trustee

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

On the tenth day of February A. D. 1879. 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 acknowledgement of Deeds, &c., to be recorded, &c., in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

(Official Seal.)

Samuel S. Pattison
Commissioner for Wisconsin.
(N. Y.)

Recorded May 23d 1879

No 7. Chicago, St. Paul and Minneapolis Railway Company.

Deed of Release.

This Indenture, made the twelfth day of May 1879. between William H. Leonard, of the State of New York, party of the first part, and Charles Fetcher, Gilbert Thompson G. W. La Pointe, Hans Kjelson Henry Peters, W. D. Reynolds, and John Haldorsen parties of the second part, Witnesseth: Whereas the Chicago, St. Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St. Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, 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 and Minneapolis Railway Company, to the amount of two million seven hundred thousand dollars, called First 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 Sutton Steele were plaintiffs, and the West Wisconsin Railway Company and others were defendants, the lands hereinafter described, and other lands, were conveyed to Henry H. Porter, David Dows and Walston H. Brown, and by them to the Chicago, St. Paul and Minneapolis Railway Company, and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of bonds.

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the 8th article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St. Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time hereafter be received by the Trustee from the company, at the nominal or par value thereof as expressed in the face, to any amount in payment for lands.

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

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of five thousand four hundred and ten ($5410.00) 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 Charles Fetcher: 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 South East Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty nine (29) all in Township No. Twenty six (26) North Range No. Fifteen (15) West, containing three hundred and twenty (320) acres. 26-15

To Gilbert Thompson: 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. Three (3) West containing eighty (80) acres. 26-3

To G. W. La Pointe: The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty seven (27) in Township No. Twenty nine (29) North Range No. Fifteen (15) West containing forty (40) acres. 29-15

To Hans Kjelson: The North East Quarter (¼) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty six (26) North Range No. Seventeen (17) West, containing Forty (40) acres.
To Henry Setens: The West half (½) of the South West Quarter (¼) of Section No. Seventeen (17) in Township No. Twenty nine (29) North Range No. Fifteen (15) West, containing eighty (80) acres. To W. H. Reynolds: The North East 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 Haldorsen: The South West Quarter (¼) of the North West Quarter (¼) of Section No. Three (3) in Township No. Twenty seven (27) North Range No. Fifteen (15) West containing Forty (40) acres. containing in the aggregate six hundred and forty (640 ⁴⁰/₁₀₀) 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 encumbrance 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 T. Dunwell.
R. S. Pattison.

Wm. H. Leonard [L. S.]
Trustee.

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

On the twelfth day of May A. D. 1879, 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 acknowledgement of Deeds, &c., to be recorded, &c., in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

official seal

Duncan S. Pattison
Commissioner for Wisconsin

[U. S.]

Recorded May 23d. 1879.

State of Wisconsin

Mortgage, or Deed of Trust,

Northern Division

Milwaukee, Lake Shore & Western Railway Company

to

William R. Sands and Edward K. Goodnow,

Trustees,

to secure the Payment of $ 800,000.

Dated March 1st, 1879; running Thirty Years.

Interest Seven Per Cent, payable Semi-Annually, on the First Days of September and March, in the City of New York.

This Indenture, made and entered into this first day of March, in the year of our Lord one thousand eight hundred and seventy-nine, by and between the Milwaukee, Lake Shore and Western Railway Company, a corporation existing under and by virtue of the Laws of the State of Wisconsin, of the first part, and William R. Sands and Edward K. Goodnow, Trustees, of the City, County and State of New York, of the State of New York, of the second part,

Witnesseth: That whereas, pursuant to the provisions of the charter of said Company and of the general laws of the State of Wisconsin, and by virtue of the powers, rights, privileges and authority therein and thereby conferred, and also in pursuance of certain resolutions adopted by the stockholders of said company at their regular annual meeting, held in the City of Milwaukee, in said State of Wisconsin, on the thirteenth day of June, in the year of our Lord one thousand eight hundred and seventy seven, the said company, by its Board of Directors, at a lawful meeting thereof, did, by resolutions duly adopted and recorded in its minutes and records, authorize and direct the making, issuing and delivery of a series of eight hundred bonds of the party of the first part, to be numbered consecutively from one to eight hundred inclusive, and no more, each of said bonds to be of the denomination of one thousand dollars, and the whole amounting to eight hundred thousand dollars, and no more, each of said bonds to bear even date with this indenture, and the principal thereof to be payable in lawful money to the said William R. Sands and Edward K. Goodnow, or bearer, in the City of New York, on the first day of March, one thousand nine hundred and nine, and to bear interest from date at the rate of seven per centum per annum, payable in lawful money, semi-annually, on the first day of every September and March after the date thereof, to the date of the maturity of said principal sum, on the presentation and surrender of the several interest warrants or coupons therefor, to be thereunto attached, which shall be made payable at the place afore-

said to the bearers thereof respectively, and said bonds to be of the tenor and in the forme as follows:

United States of America.

State of Wisconsin.

First Mortgage Seven per cent. Bond of the Milwaukee, Lake Shore and Western Railway Company.

Northern Division.

No. $1,000.00

Know all men by these presents: That the Milwaukee, Lake Shore and Western Railway Company, a corporation created and existing by and under the laws of the State of Wisconsin, owes, and for value received promisses to pay, to William R. Sands and Edward K. Goodnow or bearer, in the City of New York, the sum of one thousand dollars in lawful money, on the first day of March, in the year one thousand nine hundred and nine, and interest thereon at the rate of seven per centum per annum, in lawful money, in the City of York aforesaid, semi-annually, on the first day of September and March in each year, on the presentation and surrender of the several coupons hereto attached; and in case of the non-payment of any half-yearly instalment of interest which shall have became due and been demanded, and such default shall have continued ninety days after demand, the principal of this bond, and of all others of the series, of which this is one, shall became due in the manner and with the effect provided for in the trust deed securing the payment thereof.

This bond is one of a series of eight hundred of the same tenor, amount and date, issued by the said Milwaukee, Lake Shore and Western Railway Company, numbered consecutively from one to eight hundred inclusive, the payment of which is secured by a deed of trust or mortgage, bearing even date herewith, duly executed and delivered by the said company, conveying that part of its railroad, with its present and future equipments, property and franchises, as in the said deed of trust or mortgage mentioned, in which the said William R. Sands and Edward K. Goodnow are Trustees.

This bond shall be redeemable at any time at one hundred and five per cent, of the principal thereof (the interest to be paid in full to the time of redemption), at the option of said company, on six months' notice previously given by the publication thereof, once a week during the said six months, in some newspaper published in the City of New York.

This bond shall pass by delivery, but not become obligatory until it shall have been authenticated by a certificate endorsed hereon and signed by the Trustees.

In Witness Whereof, the Milwaukee, Lake Shore and Western Railway Company has caused this bond to be attested by the signatures of the President and Secretary, and sealed with the corporate seal of said company,

the first day of March, in the year of our Lord one thousand eight hundred and seventy-nine.

(L. S.)

President.

Secretary.

Now, Therefore, be it known, that for and in consideration of the premises and the sum of ten dollars to the party of the first part duly paid by the parties of the second part, and in order to secure the payment of the principal and interest of the said bonds according to the tenor thereof, and the coupons thereto annexed, the said Milwaukee, Lake Shore and Western Railway Company, party of the first part, has granted, bargained, sold, enfeoffed, assigned, conveyed and set over, and does by these presents grant, bargain, sell, enfeoff, assign, convey and set over unto the said parties of the second part, and to their successor or successors in the trust herein and hereby created, all the lands, tenements and hereditaments, rights franchises, liberties, privileges, property, estates, chattels and things hereinafter designated and set fort, that is to say:

That part of the railroad of said party of the first part (a portion of which is now constructed and a portion of which is to be constructed), now and hereafter to be designated as the "Northern Division", commencing at the west line of the old station grounds on Grand Chute Island, in the City of Appleton, in said State of Wisconsin, and leading from thence by way of the city of New London to the village of Clintonville (so called) in the town of Larrabee, county of Waupaca, and State of Wisconsin (which is now actually constructed and in operation), and leading from the present terminus of said railroad at or near said village of Clintonville, in a northwesterly and northerly direction, upon the line or route which said party of the first part shall hereafter survey, locate and adopt, and upon which it shall actually construct the extension of the main line of its railroad from its present terminus at or near said village of Clintonville, to a point upon said extension of said main line which shall be just one hundred miles distant from the said point of commencement on said Grand Chute Island, measuring said distance of one hundred miles along the centre line of the main track of said railroad as now and hereafter to be constructed; said point of commencement on said Grand Chute Island to be one terminus of said "Northern Division", and the said point located one hundred miles distant therefrom, measuring as above provided, to be the other terminus of said "Northern Division", it being the intention of the parties hereto that said "Northern Division" shall comprise and include just one hundred miles in lenght of the main track of said railroad, all in the State of Wisconsin, as the same is now partly built, surveyed and located, or as the same may be hereafter built, surveyed and located, subject to such changes, modifications, and aquisitions as in the construction of the said road, and with due regard to the interests of the said party of the first part,

it shall be found advisable to make, including all and singular the roadway and lands procured and acquired, or hereafter to be procured and acquired, for roadbed, depot grounds, shops, &c., within the termini aforesaid; also, all other lands acquired for the purposes of said railroad within the termini aforesaid, or hereafter to be acquired therefor, either by ordinary purchase or by donation, or grant, or otherwise.

Also all other property pertaining to said Northern Division of said railroad which shall have been aquired for use in constructing, equipping, or operating the same, or in any way is or shall be belonging or appertaining thereto, of every kind and description, real, personal, or mixed, which is now held or shall be hereafter acquired, including all rights of way, track, ties, rails side tracks, switches, turn-tables, culverts, bridges, station, freight engine and car houses; machine shops, water tanks and stations, engines, tenders, cars, machinery, tools, furniture, ect., and all other rights, buildings, structures, superstructures, and property now belonging to, or which may hereafter be made, constructed, or acquired by the said party of the first part, or which now is or may hereafter be or became appurtenant to said Northern Division of said railroad.

Also, all the tolls, incomes, rents, issues, and profits to be had from the said Northern Division of said railroad; also, all the chartered rights, privileges, liberties and franchises now possessed, or which shall be hereafter acquired by the said party of the first part, or which (2) are (1) now granted or shall hereafter be secured to the party of the first part under the general laws of the State of Wisconsin, pertaining to the said Northern Division of said railroad, as now completed, or hereafter to be completed, together with all and singular the easements, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said Northern Division, and the reversion or reversions, and the remainder and remainders, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, now possessed or hereafter to be acquired, of the said party of the first part, in and to the said Northern Division and each and every part thereof, with the appurtenances.

To have and to hold the above described premises, property, liberties, privileges, franchises and appurtenances unto the said parties of the second part and to their successor and successors in the trust hereby created, to the only proper use and behoof of the said parties of the second part, their successor and successors; in trust, nevertheless, for the purposes and upon the trusts and conditions, and subject to the provisions hereinafter set forth, that is to say:

First —. It is hereby provided that until default shall be made in the payment of the interest upon said bonds, or in the payment of said bonds at the maturity thereof, or in the performance of the covenants

and agreements herein contained, to be kept and performed by the party of the first part hereto, and until the parties of the second part hereto shall be entitled to take possession and control, and shall take possession and control, of the premises and property conveyed hereby, for the purpose of enforcing the lien created hereby; the said party of the first part, its agents, appointees and assignees shall be entitled to have, hold, use, possess and enjoy the said premises hereby mortgaged, with the appurtenances, and to receive the incomes, rents, tolls, issues and profits thereof to its own use and benefit.

Second.— If the said party of the first part, its successors and assigns, shall well and truly pay, or cause to be paid, all the interest, as the same shall from time to time became due and payable upon said bonds, and shall pay the principal of said bonds at maturity according to the tenor and the true intent and meaning of said bonds, and shall keep and perform all the covenants and agreements herein contained to be kept and performed on the part of the said party of the first part, then and in that case this indenture shall be and become null and void, otherwise it shall be and remain in full force and virtue.

Third.— That until default shall be made as aforesaid, the said party of the first part shall have the power to sell and dispose of such portions and so much of the lands and property hereby conveyed, notwithstanding these presents, as shall be or become of no use in connection with said railroad, and as shall not be necessary or required to be retained for the convenience and use of the party of the first part; provided, that the lien of this indenture shall not be released or discharged in respect to the lands or property so sold, until the purchase money or gross proceeds for such sale shall be paid to or received by the said parties of the second part, or their successor or successors, or until the approval of such sale or sales by the parties of the second part, their successor or successors, or by their duly constituted agent, shall be given in writing.

Fourth.— That in case default shall be made in the payment of the interest of the bonds of said series, or of any of them, it shall be lawful for the parties of the second part hereto, their successor or successors, and they shall have power by their duly authorized agent to enter upon, take possession and control of the premises and property hereby conveyed, or intended to be conveyed, or so much thereof as shall be sufficient for the purposes hereinafter expressed, and after public notice according to law, to be given as hereinafter directed, to sell, in such proper and lawful place in the State of Wisconsin as they shall designate, at such lawful times as they shall appoint, at public auction, to the highest bidder for cash, so much of the said premises or property, and such portions, as they may select, as shall be sufficient to pay the costs and

it shall be found advisable to make, including all and singular the roadway and lands procured and acquired, or hereafter to be procured and acquired, for roadbed, depot grounds, shops, &c., within the termini aforesaid; also, all other lands acquired for the purposes of said railroad within the termini aforesaid, or hereafter to be acquired therefor, either by ordinary purchase or by donation, or grant, or otherwise.

Also all other property pertaining to said Northern Division of said railroad which shall have been aquired for use in constructing, equipping, or operating the same, or in any way is or shall be belonging or appertaining thereto, of every kind and description, real, personal, or mixed, which is now held or shall be hereafter acquired, including all rights of way, track, ties, rails side tracks, switches, turn-tables, culverts, bridges, station, freight engine and car houses; machine shops, water tanks and stations, engines, tenders, cars, machinery, tools, furniture, ect., and all other rights, buildings, structures, superstructures, and property now belonging to, or which may hereafter be made, constructed, or acquired by the said party of the first part or which now is or may hereafter be or become appurtenant to said Northern Division of said railroad.

Also, all the tolls, incomes, rents, issues, and profits to be had from the said Northern Division of said railroad; also, all the chartered rights, privileges, liberties and franchises now possessed, or which shall be hereafter acquired by the said party of the first part, or which (2) are (1) now granted or shall hereafter be secured to the party of the first part under the general laws of the State of Wisconsin, pertaining to the said Northern Division of said railroad, as now completed, or hereafter to be completed, together with all and singular the easements, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said Northern Division, and the reversion or reversions, and the remainder and remainders, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, now possessed or hereafter to be acquired, of the said party of the first part, in and to the said Northern Division and each and every part thereof, with the appurtenances.

To have and to hold the above described premises, property, liberties, privileges, franchises and appurtenances unto the said parties of the second part and to their successor and successors in the trust hereby created, to the only proper use and behoof of the said parties of the second part, their successor and successors; in trust, nevertheless, for the purposes and upon the trusts and conditions, and subject to the provisions hereinafter set forth, that is to say:

First —. It is hereby provided that until default shall be made in the payment of the interest upon said bonds, or in the payment of said bonds at the maturity thereof, or in the performance of the covenants and agreements herein contained, to be kept and performed by the party of the first part hereto, and until the parties of the second part hereto shall be entitled to take possession and control, and shall take possession and control, of the premises and property conveyed hereby, for the purpose of enforcing the lien created hereby; the said party of the first part, its agents, appointees and assigns shall be entitled to have, hold, use, possess and enjoy the said premises hereby mortgaged, with the appurtenances, and to receive the incomes, rents, tolls, issues and profits thereof to its own use and benefit.

Second. — If the said party of the first part, its successors and assigns, shall well and truly pay, or cause to be paid, all the interest, as the same shall from time to time become due and payable upon said bonds, and shall pay the principal of said bonds at maturity according to the tenor and the true intent and meaning of said bonds, and shall keep and perform all the covenants and agreements herein contained to be kept and performed on the part of the said party of the first part, then and in that case this indenture shall be and become null and void, otherwise it shall be and remain in full force and virtue.

Third. — That until default shall be made as aforesaid, the said party of the first part shall have the power to sell and dispose of such portions and so much of the lands and property hereby conveyed, notwithstanding these presents, as shall be or become of no use in connection with said railroad, and as shall not be necessary or required to be retained for the convenience and use of the party of the first part; provided, that the lien of this indenture shall not be released or discharged in respect to the lands or property so sold, until the purchase money or gross proceeds for such sale shall be paid to or received by the said parties of the second part, or their successor or successors, or until the approval of such sale or sales by the parties of the second part, their successor or successors, or by their duly constituted agent, shall be given in writing.

Fourth. — That in case default shall be made in the payment of the interest of the bonds of said series, or of any of them, it shall be lawful for the parties of the second part hereto, their successor or successors, and they shall have power by their duly authorized agent to enter upon, take possession and control of the premises and property hereby conveyed, or intended to be conveyed, or so much thereof as shall be sufficient for the purposes hereinafter expressed, and after public notice according to law, to be given as hereinafter directed, to sell, in such proper and lawful place in the State of Wisconsin as they shall designate, at such lawful times as they shall appoint, at public auction, to the highest bidder for cash, so much of the said premises or property, and such portions, as they may select, as shall be sufficient to pay the costs and

changes growing out of the execution of the trusts hereby created, and all interest that shall then be due and in arrears upon the said bonds or any of them, as to which default shall be made, and also to keep and perform the other covenants and agreements herein contained; and it shall be lawful for said parties of the second part, their successor or successors, from time to time, upon the happening of subsequent defaults, and as occasion may require, to again take possession of, re-advertise and sell said premises and property, or such parts or portions thereof as may be necessary, upon due notice thereof as aforesaid, until the whole of the same shall be sold and disposed of.

And in case default shall be made in the payment of the whole or any part of such interest, or of the principal of the bonds of said series, or any of them, and such default shall continue for the period of ninety days, and that on or after the expiration of said default in respect to such interest, the said interest so in default shall be demanded of the party of the first part, and shall not be paid, then, and in either case, the whole principal of said series of bonds, and all unpaid interest thereon, shall thereupon be and become forthwith due and payable and collectable by suit at law, or by a foreclosure of this mortgage, in the same manner and with the same effect as if the said principal sum of said bonds had been made due and payable at the time any such default shall occur, and that no notice that said parties of the second part, their successor or successors in said trust, or the holders of said bonds elect to consider said principal sum as due and payable, shall be necessary in order to make said principal sum thus immediately due, payable and collectable, anything to the contrary in the said bonds or in this mortgage contained notwithstanding; and in case of any such default, thereby rendering the whole principal of the entire series of said bonds due and payable, then, and in either such cases, it shall be lawful for the said parties of the second part, their successor or successors, and they shall have power and are hereby authorized thereunder, to enter upon and take possession and control of all and singular the premises and property conveyed or intended to be conveyed hereby, and each and every part thereof, and to sell the same and each and every part or parcel thereof, at such proper and lawful place in the State of Wisconsin as they may designate, and at such lawful time as they shall appoint at public auction, to the highest bidder for Cash, or so much and such portions thereof as shall be sufficient, and after paying all the costs and expenses incurred or to be incurred in the execution of the trusts hereby created, and the cost and expenses properly and reasonably chargeable in respect of, and incurred by said sale, to pay all that shall then be due and demandable upon each and every of said bonds for

principal and interest, and also to keep and perform the other covenants and agreements herein contained.

And if the said party of the first part shall fail to pay the whole amount which shall be due and demandable on each and all of said bonds, with interest, at or before the maturity of said bonds, the said parties of the second part, their successor or successors, shall have power, and it shall be their duty, to take possession and control of all and singular the premises and property hereby conveyed, or intended to be conveyed, and each and every part thereof, and sell the same, or so much thereof as shall be necessary for the full execution of these trusts and the payment of said principal and interest, at such lawful time and lawful and proper place in the State of Wisconsin as they shall appoint, at public auction, to the highest bidder for cash, and after defraying the costs and expenses attending the execution of the trusts hereby created, and the costs and expenses of said sale, shall apply the ballance of the proceeds of such sale, or so much thereof as shall be required, to the payment of whatever shall then be due and unpaid on said bonds, interest aforesaid and principal, and the performance of the covenants and agreements herein contained.

Provided, That before making any sale under and by virtue of the powers of sale contained in this indenture, the parties of the second part, their successor or successors, shall cause at least ninety days' notice thereof to be given by advertisement, at least once in each week, in one newspaper published in the City of New York, and in one newspaper published in the City of Milwaukee, in the State of Wisconsin, and in such other ways, if any, as they shall deem proper and necessary, and designate for that purpose, or as may be required by the laws of the State of Wisconsin; and in case of a sale or sales as aforesaid of the whole or of any portion of the said premises and property by the said parties of the second part, their successor or successors in the trusts hereby created, as authorized in and by this indenture, or by the laws of the said State of Wisconsin, they shall have power to execute and deliver all proper and lawful conveyances for the same, which shall vest all the title in and to the premises so sold and conveyed in the purchaser or purchasers thereof, and out of the money or moneys arising from such sales respectively, they shall retain sufficient for the purposes aforesaid, rendering the surplus, if any there be, to the said party of the first part, its successors or assigns.

Fifth:- That the said parties of the second part, in the performance of the trusts hereby created, shall have power to appoint and employ competent and trustworthy agents or attorneys, one or more, whose acts, performed within the scope of the authority conferred upon them by the said parties of the second part, shall be as valid and effectual as if done by the parties of the second part directly.

And it is further provided that all the powers, duties, rights and discretions conferred upon the said parties of the second part in and by this indenture, and all the provisions hereof, shall extend and be applicable to their legal successor or successors in the trusts hereby created, or the survivor of the said parties of the second part, should survivorship occur.

Sixth.— It is hereby further expressly provided, that the said parties of the second part, their successor or successors, shall not be responsible or liable for the acts or defaults of any agent or attorney, who shall be by them appointed or authorized, nor shall they be liable for the consequence of any act or measure performed or consented to or approved by them in good faith, but shall be accountable for negligence or willful misconduct.

Seventh.— It is further expressly provided, that the said bonds shall not become obligatory until they are authenticated by the certificate of said parties of the second part, endorsed thereon as required in said bonds, and that said parties of the second part shall only so authenticate and deliver said bonds to said party of the first part, at the rate of eight bonds for each and every mile of the road covered by this indenture, which shall have been actually constructed; but so soon as said road, or any part thereof, shall have been actually constructed, said parties of the second part shall, from time to time, upon being thereunto requested by said party of the first part, and upon receiving the certificate of the chief engineer of said party of the first part as to the number of miles of said road then constructed, authenticate and deliver to said party of the first part the said bonds at the rate per mile of constructed road above specified.

Eight.— The said party of the first part hereby further covenants and agrees that whatever the said parties of the second part, their successor or successors, shall lawfully do in the performance and execution of the powers and trusts in and by this indenture conferred upon them, shall be as valid, binding and effectual as if duly and directly done and performed by the said party of the first part; that it, the said party of the first part shall and will well and truly pay, or cause to be paid, each and every of the bonds secured by this indenture in lawful money, together with the semi-annual interest to become due thereon at the rate of seven per centum per annum, in lawful money, at the time and place, and in the manner specified therein; and hereby further covenants that in case this mortgage should prove defective, or in the opinion of the said parties of the second part, their successor or successors, fail to become or remain a lien upon the property intended to be covered by this mortgage, or in case the said party of the first part shall hereafter receive or acquire lands or other property of any description whatever, within the termini aforesaid, upon which this indenture should and

ought to become a lien according to the true intent and meaning hereof, and the said parties of the second part, their successor or successors, in behalf of the holders of said bonds, shall deem it for their interest, and shall request the same, then and in that case the said party of the first part, its successors or assigns, shall and will from time to time, and at all times hereafter, execute, acknowledge and deliver all and every such other mortgage and mortgages, deed and deeds of trust and deed and deeds of further assurance, conveying and conveying the property so unaffected by the lien hereof, or so receiving and acquired, of a character and form sufficient in the law to give effect to the true intent and meaning hereof; that the said party of the first part is the owner of all and singular the property above conveyed, and has just, right and lawful authority to convey the same and every part thereof in manner and form aforesaid: that the said party of the first part shall and will pay and discharge all taxes, license fees and other charges which are or hereafter may be lawfully levied upon the property herein described and hereby conveyed, or upon any part thereof, as and when the said taxes, license fees and charges shall become due and payable, and to protect and preserve the said property and every part thereof from liens and incumbrances which may be prior or superior to the lien created by this indenture, and to use the said mortgaged premises without waste; that in the event of a foreclosure hereof by reason of the breach of any of its covenants, stipulations or conditions, the said party of the first part will pay, in addition to the taxable costs in the foreclosure suit, reasonable and customary solicitors' or attorneys' fees, as the same shall be allowed by the court in which such foreclosure shall be had, and all reasonable and necessary expenses and disbursements of the said parties of the second part, their successor or successors, or their attorneys and counsel, in and about such foreclosure suit; that it, the said party of the first part, hereby waives and releases the benefit of every extension, stay, appraisement or redemption law, which has been or may hereafter be enacted; and that the above described premises and every part and parcel thereof unto the said parties of the second part, their successor or successors, against all and every person or persons, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

In testimony whereof, the said Milwaukee, Lake Shore and Western Railway Company, the party of the first part, has caused this indenture to be subscribed officially by its President and attested by its Secretary, and the corporate seal to be hereunto affixed and the said parties of the second part have also countersigned the same.

Milwaukee Lake Shore and Western Railway Company

By F. W. Rhinelander its President

Attested: Alfred L. Carey Secretary of the Milwaukee Lake Shore & Western Railway Company

(Seal)

Signed, sealed and delivered in presence of
S. G. Hooker } Witnesses as to signature
C. S. Kitchel } of Alfred L. Carey

William H. Clarkson } Witnesses as to signature of
Charles Mattlaton } Frederic W. Rhinelander,
countersigned

Wm R. Sand } Trustees
E. H. Goodnow }

State of Wisconsin } ss.:
County of Milwaukee }

Be it remembered, that on the fourth day of March A. D. 1879, before me, a notary public in and for the State of Wisconsin, personally appeared ~~Frederic W. Rhinelander~~ Alfred L. Cary to me known to be the same person, who as ~~President~~ Secretary of the Milwaukee, Lake Shore and Western Railway Company, ~~and Alfred L. Cary, to me known to be the same person who as Secretary of said Company, each~~ executed the foregoing instrument, and known to me to be such ~~President and~~ Secretary, and acknowledged ~~severally~~ the execution of said instruments as the free and voluntary act and deed of the said Milwaukee, Lake Shore and Western Railway Company, for the uses and purposes therein mentioned. And the said ~~Frederic W. Rhinelander and~~ Alfred L. Cary, being by me first duly sworn, according to law, did ~~each for himself~~ depose and say that he, ~~said Frederic W. Rhinelander was and is such President as aforesaid, and that he~~ said Alfred L. Cary, was and is such Secretary, and that the Seal to said instrument annexed is the corporate seal of said Company, that the same was affixed and the said Instrument was executed by him by the authority of said Company, and that he was duly authorized by said Company to acknowledge and deliver the said instrument.

(Notarial Seal)

Witness my hand and official seal, at the City of Milwaukee, this fourth day of March A. D. 1879.

C. S. Ritchel
Notary public
Milwaukee County, Wisconsin

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

Personally came before me this Sixth day of March 1879, the above named Frederic W. Rhinelander, President of the Milwaukee, Lake Shore and Western Railway Company, to me well known to be one of the persons who executed the foregoing instrument, and acknowledged the same.

(Seal)

In witness whereof I have hereunto set my hand and affixed my Official seal this Sixth day of March A. D. 1879.

Charles Nettleton
Commissioner for Wisconsin in New York
150 Broadway N.Y. City.

Recorded June 9th 1879

(H. S.)

Sec 34 Sec 1 Sec 2
Vol 5, p. 202.

Pine River Valley and Stevens Point Railroad Company
Mortgage

This Indenture made this sixteenth day of September in the year of our Lord one thousand eight Hundred and Seventy eight = between the Pine River Valley and Stevens Point Railroad Company of the first part and William J. Bowen: Party of the second part = Witnesseth = That the party of the first part for and in consideration of the sum of Fifteen Thousand Dollars: to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Party of the second part and to his heirs and assigns forever, the following described Land and Real Estate, situated in the County of Richland and State of Wisconsin

To Wit - The Rail Road belonging to said Company, which includes the ~~Rail~~ Road Bed, Track Right of Way, Depots and Depot Grounds, Engines, Rolling Stock and other Property, Rights and Franchises, belonging to and connected with the said Rail Road or that may hereafter be acquired by said Company, situated between the terminus of said Rail-Road in the Village of Lone Rock and its terminus in the Village of Richland Center in the County and State aforesaid. The Track and Line of said Rail-Road is particularly described by the Rail-Road Map, drafted by Chief Engineer E. Baldwin, and now on file in the Office of the Secretary of State of the State of Wisconsin.

To Have and to Hold the above bargained premises, with the Apurtenances unto the said Party of the second part his heirs, Executors and Assigns forever: Provided Always and these presents are upon the Express Condition, that if the said Rail-Road Company = (the Pine River Valley and Stevens Point) Party of the first part Its Assigns, successor or legal representatives, shall well and truly pay or cause to be paid to the Party of the second part, his heirs, Executors or Assigns = Fifteen Thousand Dollars, according to the condition of certain Bond Numbered from One to Thirty inclusive, of the denomination of Five Hundred Dollars each, bearing even date herewith, Executed by the said Party of the first Part, to the said Party of the second part, then these presents, and the said Bonds shall cease and be null and void: And the said Rail Road Company, Party of the first part, does further covenant and agree that they will pay all Licenses, Taxes and Assessments of every nature, that may be assessed on said premisses previous to the day appointed in pursuance of any law of the State for paying the same and will pay the sum of Hundred Dollars as solicitors fee in case of foreclosure of this Mortgage by reason of the non performance of any of the conditions hereof by the said party of the first part, and in case of the non payment of said sum of Fifteen Thousand Dollars or any part thereof at the time or times above limited for the payment thereof, or in case the interest

on said Bonds or either of them shall become due and so remain in default for Six Months after the Maturity thereof, then the principal of said Bond shall become due and payable or in case of the non payment of any License or Tax that may be due on said premises in manner aforesaid, then and in Either case it shall or may be lawfull for the said Party of the second part his heirs, Executors, Administrators or Assigns, and the said Party of the first part does hereby covenent and agree and by these presents empower and authorize the said Party of the second part his heirs, Executors, Administrators or Assigns to grant, bargain, sell, release and convey the said premises with the Appurtenances thereunto belonging at public auction or vendue and on such sale to make and Execute to the purchaser or purchasers, his heirs or their heirs and Assigns forever good, ample and sufficient deeds of conveyance in the law pursuant to the Statutes in such cases made and provided, and out of the money arising from such sale to retain the principal and interest which shall be due on the said Bonds, together with the costs and charges and the said Sum of Hundred Dollars solicitors fees as aforesaid, rendering the surplus money if any there be, to the said party of the first part, its assigns, successors or legal representatives after deducting the Cost of such Vendue as aforesaid.

In Witness whereof the said Party of the first part by authority of a resolution unanimously passed by the Board of Directors of this Company On this the Sixteenth day of September A.D. 1878 at a regular meeting of the said Board of Directors, has caused these presents to be duly sealed with its Corporate Seal and attested by their President and Secretary this Sixteenth day of September A.D. 1878

Signed, Sealed and delivered in presence of

Jesse G. Bunell

J. L. McKee

J. W. Sybrand Seal

President of the Pine River Valley and Stevens Point R. R. Company

Seal

Wm H. Pier Seal

Secretary of the Pine River Valley and Stevens Point R. R. Company.

State of Wisconsin } ss.
Richland County }

J. W. Sybrand being duly sworn on oath says that he is the President of the Pine River Valley and Stevens Point Rail Road Company and Wm. H. Pier being duly sworn on oath says he is Secretary of the said Company; and the said President and Secretary now personally being before me a Notary Public, severally acknowledge that they as such President and Secretary caused the Corporate Seal of said Company to be affixed to the above Mortgage and Signed their respective names to the same as such officers for the uses and purposes therein set forth.

Subscribed and sworn to before me this Seventh day of October A. D. 1878.

James H. Miner

Notary Public

Richland County Wisconsin

Seal

Received for Record June 23d 1879 at Eleven o'clock A. M.

(H. D.)

Galena & Southern Wisconsin Railroad Company.

Daniel S Harris

to

James M. Ryan et al

Deed

This Indenture, made this third day of May A D 1879 between Daniel S Harris, Special Commissioner appointed by the circuit court of Jo Daviess County Illinois, party of the first part, and James M. Ryan, John N. Nellman and William Dixon of the County of Jo Daviss, Illinois, party of the second part, Witnesseth:

Whereas, in pursuance of a decree entered on the seventh day of March A. D. 1879, by the circuit court of said Jo Daviss County, in a certain cause then pending therein, on the chancery side thereof, wherein Sarah C Harris and others were complainants, and the Galena and Southern Wisconsin Railroad Company and others were defendants, the said special Commissioner, appointed by the court to carry out and execute said decree, duly advertised, according to law the premises hereinafter described, for sale at public auction to the highest and best bidder for cash, at the hour of ten o'clock in the forenoon on the third day of May A. D. 1879, at the front door of the Court House in the city of Galena, in said Jo Daviss County:

And Whereas, at the time and place so as aforesaid appointed for said sale the said special commissioner attended to make the same, and offered and exposed said premises for sale at public auction, to the highest bidder for cash, and thereupon James M Ryan, John N. Nellman and William Dixon, party of the second part, offered and bid therefor the Sum of Two Thousand dollars ($2000,00) and that bid therefor the Sum of Two Thousand dollars ($2000,00) being the highest and best bid offered said special commissioner accordingly struck off and sold James M. Ryan, John N. Nellman and William Dixon for said Sum of money the said premises, and now, therefore, in consideration of the premises the said party of the first part doth hereby convey unto the said party of the second part, their heirs and assigns the said premises, which are situated in the State of Illinois and Wisconsin and described as follows to wit:

All and singular the railroad of the Galena and Southern Wisconsin Railroad Company from its southern end at the city of Galena, Jo Daviss County, Illinois, and running thence northwardly through said Jo Daviss County to the State Line between the States of Illinois and Wisconsin; and thence in the same direction through the counties of La Fayette, Grant and Iowa in the State of Wisconsin a contemplated distance of sixty two miles to intersect in continuation with the eastern Iowa Railroad, and the Milwaukee and St Paul Railroad at the Wisconsin River. Also a branch

of said first party of the to said trust, commencing at a point on the main line of said railroad, known as "Philip's Corner" and running thence to the town or village of Blakeville; and also from said Philips Corner north about twelve miles, more or less; including all the railways, rights of way depot grounds and other lands owned or possessed by said Railroad Company, either in the State of Illinois or Wisconsin together with all the tracks, bridges, viaducts, tunnels, culverts, fences and other structures; all depots, station houses, engine houses, freight houses, wood houses and other buildings; and all machine and other shops acquired for use in connection with said railroad or the business thereof; and including 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 said railroad, or any part thereof, or any of its equipments or appurtenances, whether said property was owned by said Railroad Company at the time of the execution of said mortgage or acquired afterwards; and including also all franchises connected with or relating to the said railroad, including the franchises to be a corporation, together with all and singular the tenements and hereditaments and appurtenances thereto belonging, or in any wise appertaining; and 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 the same and any and every part thereof with the appurtenances.

To have and to hold the same with all the appurtenances belonging thereunto unto the said party of the second part their heirs and assigns forever.

Witness the hand and seal of the said party of the first part the day and year first above written.

David S Harris (Seal.)
Special Commissioner.

Signed, sealed and delivered in presence of
W Wrigley
Eugene O Spare.

State of Illinois } ss
County of Jo Daviess }

I, Eugene O Spare, a Notary Public in and for the said county of Jo Daviess, in the State of Illinois, do hereby certify, that David S Harris, Special Commissioner in Chancery of the Circuit Court of said county who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Special Commissioner for the uses and purposes therein set forth. Given under my

hand and official seal this third day of May A D 1879.
(Notarial Seal)
Eugene O Spare
Notary Public.

State of Illinois } ss
Jo Daviess County }

No 22827.
This Instrument was filed for Record on the 17th day of June A D 1879 at the hour of 9¼ o'clock A. M. and duly recorded in Book H of Miscellaneous Record at Pages 330, 331 & 332.

Geo S Avery
Clerk of Circuit Court & Ex officio Recorder.
By Wm Ripperin Deputy.

Received for Record June 24th 1879 at 10 o'clock A M.

Galena and Southern Wisconsin Railroad Company.
to
James M. Ryan et al.
Deed.

To All to Whom these Presents may Come
Know Ye:

Whereas, in a certain suit in the Circuit Court of Jo Daviess County, Illinois, on the chancery side thereof, wherein Sarah C Harris and others (the holders of the first mortgage bonds of the Galena and Southern Wisconsin Railroad Company) were complainants, and said Railroad Company and others were defendants, being a suit to foreclose a mortgage to secure said bonds, it was ordered, adjudged and decreed by the court amongst other things as follows:

"That upon making sale as aforesaid of said railroad, its property franchises and appurtenances, the said defendant, the Galena and Southern Wisconsin Railroad Company shall execute and deliver to the purchaser or purchasers of said premises, a good and sufficient deed in the law of the whole of the premises sold, in both States, within twenty days after the report of the sale by the Special Commissioner, David S Harris, shall have been confirmed by this court."

And Whereas, said mortgaged property was sold under said decree on the third day of May, A D 1879 by said Daniel S Harris, Special Commissioner as aforesaid, to James M Ryan, John K Kellman and William Dickson, and the same deeded to them as such purchasers.

And Whereas, at the May Term of said Circuit Court of Jo Daviess County, Illinois, A D 1879, the report of said sale was duly approved and confirmed by the court and an order of confirmation entered of record in said court, wherein it appears by the finding and judgement of the court that

the sale was made in accordance with the terms of the decree; and that the Special Commissioner had in all things acted in conformity with the law in making sale as aforesaid.

Now, Therefore, in obedience to the mandate of said court the said Galena and Southern Wisconsin Railroad Company, a corporation organized under the laws of the States of Illinois and Wisconsin, and grantor herein, in consideration of the sum of one dollar, paid to it by said James M. Ryan, John H. Sullivan and William Dickson, grantees herein, and for other good and sufficient considerations, conveys and quitclaims unto said grantees, and to their heirs and assigns forever the following property to wit:

All and singular the railroad of the Galena and Southern Wisconsin Railroad Company from its southern end at the city of Galena, Jo Daviess County, Illinois, and running thence northwardly through said Jo Daviess County to the State line between the States of Illinois and Wisconsin; and thence in the same direction through the counties of La Fayette, Grant and Iowa in the State of Wisconsin a contemplated distance of sixty-two miles to intersect in continuation with the Eastern Iowa Railroad and the Milwaukee and St Paul Railroad at the Wisconsin River. Also a branch of said first party to said trust, commencing at a point on the main line of said railroad, known as "Philips Corner" and running thence to the town or village of Platteville; and also from said Philips Corner north about twelve miles, more or less; including all the railways, rights of way, depot grounds and other lands owned or possessed by said Railroad company, either in the State of Illinois or Wisconsin; together with all the tracks, bridges, viaducts, tunnels, culverts, fences and other structures; all depots, station houses, engine houses, freight houses, wood houses and other buildings; and all machine and other shops acquired for use in connection with said railroad or the business thereof; and including 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 said railroad or any part thereof, or any of its equipments or appurtenances, whether said property was owned by said railroad company at the time of the execution of said mortgage or acquired afterwards; and including also all franchises connected with or relating to the said railroad, including the franchises to be a corporation, together with all and singular the tenements and hereditaments and appurtenances thereto belonging, or in any wise appertaining; and 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. Being the same property conveyed by said Special Commissioner Daniel S Harris, to the aforesaid grantees, by deed dated May 3rd 1879.

To have and to hold the same to the said grantees, their heirs and assigns forever.

In Testimony Whereof, the Galena and Southern Wisconsin Railroad Company grantor herein has caused this deed to be signed by its President and Secretary and its corporate seal to be attached this 10th day of June A D 1879.

(Corporate Seal) Frederick Stahl Pres't
J B Merrick Sec'y.

Signed, sealed and delivered in presence of
C S Merrick
W M Snyder

State of Illinois } ss
Jo Daviess County }

Be it remembered, that on the 10th day of June A D 1879 before me a Notary Public within and for the county of Jo Daviess Illinois personally appeared Frederic Stahl and John B. Merrick, personally known to me to be the identical persons who signed the foregoing deed as President and Secretary of the Galena and Southern Wisconsin Wisconsin Railroad Company, and severally acknowledged that they had signed, sealed and delivered said deed in conformity with a resolution of the board of directors of said Railroad Company requiring them so to do.

Given under my hand and official seal at my office in the city of Galena the day and year first above written.

(Notarial Seal) C. S. Merrick
Notary Public.

State of Illinois } ss
Jo Daviess County }

No 22828.

This Instrument was filed for Record on the 17th day of June A D 1879 at the hour of 9½ o'clock A M and duly recorded in Book A of Miscellaneous Record at Pages 332, 333, 334 & 335.

Geo. S. Avery
Clerk of Circuit Court and Ex officio Recorder.
By Wm Rippin Deputy.

Received for Record June 24th 1879 at 10 o'clock A M.

Deed.

James M. Ryan, John K. Kellman & William Dickeson
to
The Galena and Wisconsin Railroad Company of Wisconsin

To All to Whom these Presents may Come. Know Ye:

Whereas on third day of May in the year eighteen hundred and seventy-nine (1879) James M Ryan, John K Kellman and William Dickson of the County of Jo Daviess in the State of Illinois, purchased the Railroad known as "The Galena and Southern Wisconsin Railroad, together with the property, real and personal, with the appurtenances, rights, privileges, liberties, easements and franchises hereinafter more fully described, at judicial sale made by Daniel S Harris, Special Commissioner appointed by the Court rendering the decree of sale, under the judgment and final decree of the Circuit Court in and for the County of Jo Daviess and State of Illinois, rendered in the suit in equity of Sarah C Harris and others against the Galena and Southern Wisconsin Railroad Company and others, and a deed having been made and delivered by said Daniel S Harris, Special Commissioner as aforesaid, to said James M Ryan, John K. Kellman and William Dickson on the third day of May 1879 aforesaid.

And Whereas said James M. Ryan, John K. Kellman and William Dickson, previous to said judicial sale, were appointed a purchasing committee by the complainants in said suit, to purchase said railroad in trust for them, they being the holders of the first mortgage bonds of the Galena and Southern Wisconsin Railroad Company.

And Whereas they, the said purchasing committee have purchased said railroad, and the same has been conveyed to them in trust as aforesaid and being desirous of executing their trust by executing proper conveyances to the Galena and Wisconsin Railroad Company, organized under the laws of Wisconsin, and a corporation of the same name formed under the laws of the State of Illinois, said companies having been organized for the express purpose of receiving conveyances of said railroad.

Now, therefore, the said James M Ryan, John K. Kellman and William Dickson, purchasing committee as aforesaid and grantors herein, in consideration of the sum of one dollar, and for other good and sufficient considerations, convey and quitclaim unto the Galena and Wisconsin Railroad Company a corporation formed under the laws of the State of Wisconsin, and its successors and assigns forever, all that portion of the Galena and Southern Wisconsin Railroad, lying, being and situate in the State of Wisconsin, commencing on the State line between the States of Illinois and Wisconsin, and running thence Northwardly through the Counties of La Fayette, Grant and Iowa in said State of Wisconsin with a branch from Phillips Corner, a Station on the main line to the Village

of Platteville, Wisconsin, and all the real and personal property of said Wisconsin Division or portion of said Galena and Southern Wisconsin Railroad, including all the right of way and all other rights of said Railroad Company, in and to the lands and waters owned or occupied by its said Wisconsin portion of said Railroad, together with all the road beds, tracks, sidings, turnouts, rails, ties, spikes, chairs, switches, iron, wood and other materials, and all other structures, superstructures, bridges, culverts, wells, fences, walls, depot grounds, buildings, shops, ware houses and store houses and all other erections and appurtenances thereof or connected therewith or pertaining thereto, (to wit: to said Wisconsin portion of said railroad) owned by said Railroad Company, and used in maintaining or operating its said railroad in Wisconsin, or conducting the business thereof; and also including all the rolling stock, engines, tenders, cars, tools, machinery, equipments and all other personal property used or to be used upon or in constructing, operating, maintaining or managing its said Wisconsin portion of its said railroad, owned by said company; and also including all the franchises, rights liberties, privileges and easements of said company to construct, operate, maintain and manage its said railroad in Wisconsin and to receive the tolls, rents, receipts, incomes and profits to be had therefrom; and also including all and singular all other property and rights which belonged to said railroad company in any wise appertaining to its said railroad in Wisconsin, or the property and rights aforesaid; together with all and singular the hereditaments and appurtenances whatsoever, to its said railroad in Wisconsin, property and rights belonging ~~or~~ and in any wise appertaining, and all the right, title, interest and estate conveyed to said grantors in the Wisconsin portion of said railroad by said Special Commissioners deed, and by a deed made, executed and delivered to said grantors by the Galena and Southern Wisconsin Railroad Company under the order and direction of the Circuit Court of Jo Daviess County, Illinois. It is expressly agreed and understood between the parties to this deed that the said grantors are not to be held liable in any manner whatever, for any of the property or estate herein described, either in respect to the delivery thereof, the title thereto, the incumbrances upon it, or as to the ownership thereof, nor as to any other question or dispute that may arise about said property or estate.

In Witness Whereof said grantors, James M Ryan, John K Kellman and William Dickson have hereunto set their hands and seals this 14th day of June A D 1879.

Signed, sealed and delivered
in presence of
Thos B Leckley
H. A Howard.

James M Ryan (Seal)
John K Kellman (Seal)
William Dickson (Seal)

Over.

State of Illinois }
Jo Daviess County } ss Be it remembered that on this 14th day of June A D 1879 before me a Notary Public within and for the County of Jo Daviess, Illinois, personally appeared James M Ryan, John H Kilmart and William Dickson, personally known to me to be the identical persons who signed the foregoing deed and severally acknowledged that they had signed, sealed and delivered the same as their free and voluntary act and deed for the uses and purposes therein expressed.

Given under my hand and official seal at my office in the city of Galena this day and year first above written.

(Notarial Seal)

C. S. Merrick
Notary Public.

Received for Record June 24th 1879 at 10 o'clock A M.

Articles of Association of the Menasha and Appleton Railroad Company

We Jesse Hoyt, George J. Seney of the City of New York in the State of New York and Angus Smith, Guido Pfister, James C. Spencer, and Ephraim Mariner of the City of Milwaukee, Wisconsin, do hereby associate for the purpose of forming a corporation to construct, operate and maintain a railroad, and for that purpose, we do hereby, each for himself agree to the following articles;

First, The name of such corporation shall be, The Menasha and Appleton Railway Company.

Second. The same shall extend from a convenient point on the line of the Milwaukee and Northern Railroad in or near the City of Menasha in the County of Winnebago to the east end of Railroad Avenue in the City of Appleton in the County of Outagamie and shall be six miles in length.

Third The Capital Stock of said corporation shall be One hundred and Fifty thousand dollars, divided into fifteen hundred shares of One hundred dollars each all shares of which shall be common and none of which shares shall be preferred Stock.

Fourth. Jesse Hoyt and George J. Seney of the City of New York and Angus Smith, Guido Pfister James C. Spencer and Ephraim Mariner of the City of Milwaukee, shall be the first Board of Directors.

In testimony whereof we have hereunto set our hands and the number of shares which we agree to take in the capital Stock of such corporation this first day of July A. D. 1879

Names of Subscribers	No of Shares	
Jesse Hoyt	Ten Shares	1000 —
Geo J. Seney	Ten Shares	1000 —
Angus Smith	Ten Shares	1000 —
Guido Pfister	Ten Shares	1000 —
James C. Spencer	Ten Shares	1000 —
E. Mariner	Ten Shares	1000 —

State of Wisconsin }
Milwaukee County } I James C. Spencer, Ephraim Mariner and Angus Smith being duly sworn each for himself says that the signatures to the foregoing articles are genuine and that it is intended in good faith to construct maintain & operate the railroad in said articles mentioned

E. Mariner
James C. Spencer
Angus Smith

Subscribed & Sworn before me
this 11th July 1879

Frank M. Hoyt
Notary Public
Milwaukee County Wisconsin

(Seal)

Filed and recorded July 12th 1879.

Lease.

Western Union Railroad Co. to Chicago, Milwaukee and St. Paul Railway Company.

This Indenture, made this twenty fifth day of June in the year of our Lord one thousand eight hundred and seventy nine, between the Western Union Railroad Company duly formed and organized under the laws of the State of Wisconsin and Illinois, party of the first part, and the Chicago, Milwaukee and St. Paul Railway Company, duly formed and organized under the laws of the State of Wisconsin, party of the second part.

Whereas, The party of the first part owns and works a certain railroad commonly known as the Western Union Railroad, which extends from the City of Racine, in the State of Wisconsin, by the way of Beloit in said State, Freeport, Savanna and Port Byron, in the State of Illinois, to a point of junction with the Chicago, Rock Island and Pacific Railroad about seven miles easterly from Rock Island in the State of Illinois, with a branch from Elkhorn to Eagle in the State of Wisconsin, a branch from Watertown to the coal mines at Hampton, and the Savanna Island extension in the State of Illinois;

And Whereas, The said party of the first part, on the first day of February 1866 for the purpose of securing certain bonds issued by said company, made and executed a mortgage upon all its railroad to the Farmers Loan and Trust Company, under which three thousand five hundred bonds of said company of one thousand dollars each have been issued and put in circulation by said company, and are now outstanding, secured by said mortgage;

And Whereas, The said party of the first part, on the first day of February, 1879, made default in the payment of the semi-annual interest falling due on said bonds on that day, and such default has continued under the present time, and the said Farmers Loan and Trust Company by virtue of the provisions of said mortgage and in pursuance of the request of a majority of the bondholders secured thereby, have declared the whole of the principal of said bonds due and payable, and action has been commenced by the said Farmers Loan and Trust Company in the Circuit Court of the United States for the Northern District of Illinois, to foreclose said mortgage;

And Whereas, The said Chicago, Milwaukee and St. Paul Railway Company, at the request of the said party of the first part, proposes to take up, pay, cancel and satisfy the said bonds, and forever save the said party of the first part harmless therefrom;

Now Therefore, This Indenture witnesseth That the said party of the first part, for and in consideration of one dollar to it in hand paid, and of the premises aforesaid, and of the agreement of the said party of the second part to well and truly perform the agreement hereinafter contained to take up, pay, satisfy and discharge and forever save the said party of the first part harmless from said bonds, has granted, demised and leased and by these presents does grant, demise and lease unto the said party of the second part all and singular the railroad or railway now owned and operated by the said party of the first part and commonly known as the Western Union Railroad, which extends from the said City of Racine in the State of Wisconsin, by way of Beloit in said State, and Freeport, Savanna and Port Byron in the State of Illinois to a point of junction with the Chicago, Rock Island and Pacific Railroad in the County of Rock Island, about seven miles Easterly from the City of Rock Island, being a distance of one hundred and ninety miles, more or less, by other with its branches, extending from Elkhorn in the State of Wisconsin to Eagle in said State, a distance of about sixteen and one-half miles, and from Watertown in the State of Illinois to the coal mines at Hampton in said State, a distance of about four miles, and also the Savanna Island extension about one and one-half miles, more or less, including in the premises hereby demised, all the railroads, railways, ways and rights of way, and all the depot grounds and other lands and all the tracks, bridges, viaducts, culverts, fences and other structures, and all the depots, station houses, engine houses, freight houses, wood houses and other buildings, and all the machine shops, and other shops appertaining to the said Western Union Railroad and now owned by the said party of the first part and including also all locomotives, tenders, passenger, baggage, freight and other cars, and all other rolling stock and equipments belonging to the said party of the first part, and also all tools and machinery, boats and transfer equipment, supplies and property of every name and nature belonging to said party of the first part and all rights, privileges and franchises, connected with or relating to said demised railway, or to the construction, maintenance, use or operation of the same; to have and to hold the said railways and premises with the appurtenances, to the said party of the second part its successors or assigns from the first day of July in the year one thousand eight hundred and seventy-nine, for, and during and until the full end of the term of nine hundred and ninety-nine years, thence next ensuing and fully to be completed and ended, the said party of the second part, its successors and assigns, during all that time keeping and performing all and singular its covenants and agreements to keep and hold said party of the first part fully and harmless from all loss and damage on account of the said bonds and mortgage so as aforesaid executed by the said party of the first part to the said Farmers' Loan and Trust Company, as follows:

Article 1. The said party of the second part in consideration of the said demise and lease, so as aforesaid made by the said party of the first part, hereby covenants and agrees that it will take up, pay, cancel, satisfy and discharge the said three thousand five hundred bonds of one thousand dollars each, so as aforesaid made and issued by the party of the first part and will during the continuance of this lease at all times save the said party of the first part free and harmless therefrom and from the mortgage so as aforesaid executed by the said party of the first part to the said Farmers Loan and Trust Company, on the first day of February 1866.

Article 2. The said party of the second part further agrees, that it will at its own proper cost and expenses operate and run said demised railway, at all times during the said term, in the same manner as the said party of the first part, as the owner thereof, is now or shall or may at any time hereafter be required by law to do; and the said party of the second part shall and will at its own proper cost and expense preserve and keep the railway and premises hereby demised and every part of the same in thorough repair, working order and condition and supplied with rolling stock and equipment, so that the business of the said demised railway shall be preserved, encouraged and developed, and the party of the second part hereby promises and agrees that it will at its own proper cost and expense from time to time and whenever needed during the term aforesaid, do or cause to be done to and upon the said demised railway and premises any and all repairs, replacements and renewals, and that it will pay and satisfy all taxes that may be levied upon said premises either by the State or National Government.

Article 3. The said party of the second part hereby covenants, promises and agrees to and with said party of the first part, that at the end of said term or other sooner determination of this said lease, the said party of the second part shall re-deliver and surrender up to the party of the first part its successors or assigns the said demised railway and premises in as good order and condition as the same shall be delivered to the said party of the second part under this lease and with such additions, betterments and improvements, as shall have been made thereto, also all the rolling stock, equipment and other property delivered under this lease, in as good order and condition as reasonable use and wear thereof, proper repairs and replacements thereof being made from time to time, will permit, or rolling stock, equipment and other similar property, equal in value thereto and also all additional rolling stock or equipment which shall be acquired or provided for use upon the said railway and premises, or any part thereof.

Article 4. And the said party of the first part hereby covenants promises and agrees to and with the said party of the second part its successors or assigns that the said party of the first part, its successors or assigns shall and will at any time or times hereafter and whenever thereunto requested by the said party of the second part, its successors or assigns, execute, acknowledge and deliver to the said party of the second part its successors or assigns, at the proper cost and expense of the said party of the second part, its successors or assigns, any and all such other and further instruments and assurances in the law for the better demising and leasing of the said railway and premises to the said party of the second part its successors or assigns, as by the said party of the second part its successors or assigns, or by its or their counsel learned in the law shall be reasonably advised, devised and required.

In Witness Whereof, The parties hereto have caused their respective corporate Seals to be hereunto affixed and the same to be attested by the signatures of their respective presidents and secretaries, this day and year first above written.

In Presence of
Herbert B Cary
William R Adams.

(Seal) Attest

The Western Union Railroad Company
By Alex Mitchell President
F G Ramsay Secretary.

In Presence of
Herbert B Cary
William R Adams

(Seal) Attest

The Chicago Milwaukee and St Paul Railway Company
By Alex Mitchell President
R D Jennings Secretary

State of Wisconsin, County of Milwaukee. ss. Be it known that on the 26th day of June A D 1879, before me, the undersigned, a Notary Public, duly commissioned in and for said county and duly authorized to administer oaths and take acknowledgment of deeds, came Alexander Mitchell, President and Frederick G Ramsay, Secretary of the Western Union Railroad Company, who, 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 was affixed by the order of the Company; and that they signed their respective names thereto as President and Secretary by the like order; and that they severally acknowledged the execution thereof to be their free act and deed and the free act and deed of said Western Union Railroad 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. And I further certify that the foregoing instrument is executed according to the forms of law required by the States of Wisconsin and Illinois.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, on the day and year above named.

(L. S.) Melbert B Carry Notary Public, Milwaukee Co, Wis.

State of Wisconsin } ss.
County of Milwaukee }

Be it known that on the 26th day of June A D 1879, before me, the undersigned, a Notary Public, duly commissioned in and for said County, and duly authorized to administer oaths and take acknowledgment of deeds came Alexander Mitchell, President, and R P Jennings, Secretary of the Chicago Milwaukee and St Paul Railway Company, who, 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 was affixed by the order of the company; and that they signed their respective names thereto as President and Secretary by the like order; and that they severally acknowledged the execution thereof to be their free act and deed, and the free act and deed of said Chicago, Milwaukee and St Paul 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. And I further certify that the foregoing instrument is executed according to the forms of law required by the States of Wisconsin and Illinois.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, on the day and year above named.

(L. S.) Melbert B Carry Notary Public, Milwaukee Co, Wis.

Received for Record July 23d 1879 at 9 o'clock A. M.

5 + 54

Satisfied by order of Court, June 7, 1917. (See Misc. Vol. S, Page 924)

Mortgage Deed of Trust

from the Chicago, Milwaukee and St Paul Railway Co. and the Western Union Railroad Co to John S Kennedy and John S Barnes, Trustees.

This Indenture, Made the twenty fifth day of June A D one thousand eight hundred and seventy-nine, between the Chicago, Milwaukee and St Paul Railway Company, a corporation duly incorporated under and by virtue of the laws of the State of Wisconsin, and the Western Union Railroad Company, a corporation duly incorporated under and by virtue of the laws of the States of Wisconsin and Illinois, parties of the first part, and John S Kennedy and John S Barnes of the city of New York, parties of the second part, Witnesseth:

Whereas the said Western Union Railroad Company is the owner of a line of Railway, commonly known as the Western Union Railroad which extends from the city of Racine, in the State of Wisconsin, by way of Beloit, in said State, and Freeport, Savanna and Port Byron, in the State of Illinois, to a point of junction with the Chicago, Rock Island and Pacific Railroad, about seven miles easterly from the city of Rock Island, in the State of Illinois, with branch from Elkhorn to Eagle, in the State of Wisconsin, and another branch from Watertown to the coal mines at Hampton, and the Savanna Island extension in the State of Illinois;

And Whereas, The said Western Union Railroad Company has, by indenture of lease, bearing even date herewith, granted demised and leased unto the said Chicago Milwaukee and St Paul Railway Company all and singular its said railroad and branches, rights of way and all the depot grounds and other grounds, and all the tracks, bridges, viaducts, culverts, fences and other structures and all the depots, station houses, engine houses, freight houses, wood-houses and other buildings and all machine shops and other shops, appertaining to the said Western Union Railroad and now owned by it, including also all locomotives, tenders, passenger cars, freight and other cars and all other rolling stock and equipment, and all the tools and property of every kind belonging to the said Western Union Railroad Company, and all rights, privileges and franchises, connected with or relating to the said railway, or to the construction, maintenance

use and operation of the same for the term of nine hundred and ninety-nine years from the first day of July in the year of our Lord one thousand eight hundred and seventy-nine;

And Whereas, For the purpose of taking up, retiring and cancelling three thousand five hundred mortgage bonds of the said Western Union Railroad Company, each for the sum of one thousand dollars, together with the interest thereon and for the purpose of paying certain other indebtedness of the said Western Union Railroad Company, and of making certain improvements on the line of said road, the said Chicago, Milwaukee and St Paul Railway Company, at the request of the said Western Union Railroad Company, proposes to issue four thousand of its negotiable bonds, of one thousand dollars each, to bear date the first day of July, one thousand eight hundred and seventy-nine, and payable on the first day of July in the year of our Lord one thousand nine hundred and nine, and bearing interest at the rate of six per centum per annum, payable semi-annually, which said bonds are to be numbered consecutively from one to four thousand, both inclusive, and which are to be of the form and tenor following, to-wit:

"United States of America. Office of the Chicago, Milwaukee and St Paul Railway Company, Milwaukee, Wis. July 1st 1879. $1000. No —

Know all men by these Presents: That the Chicago, Milwaukee and St Paul Railway Company is indebted to the bearer in the sum of one thousand dollars, lawful money of the United States of America, which indebtedness it promises to pay on the first day of July A D, 1909 at its office or agency, in the City of New York with interest thereon from the first day of July A D 1879 at the rate of six per centum per annum, payable semi-annually on the first days of January and July in each year, at said office or agency, in the City of New York, on the presentation and surrender of the annexed coupons as they severally become due.

If the obligor or its successors, shall make default in the payment of the semi-annual interest for six months from the day it becomes due, then, without demand or notice the whole principal thereof shall become due and payable and may at once be enforced against this company or its successors.

This bond is one of a series of four thousand bonds of the same tenor and date, and payment of said bonds is secured by a mortgage deed of trust duly executed and delivered jointly by the said obligor and the Western Union Railroad company to John S Kennedy and John S Barnes, of the City of New York, trustees, and conveying the entire franchises and property, real and personal, of the Western Union Railroad, extending from Racine, via Beloit, Freeport, Savanna and Port Byron, to a junction with the Chicago, Rock Island and Pacific Railway, near Rock Island, together with its branches.

This bond shall not be valid until it shall have been authenticated by the certificate endorsed thereon and duly signed by said trustees, or their successor or successors, and is issued, received and held subject to the terms and conditions contained in said mortgage deed of trust above named. In Witness Whereof the said company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its president and Secretary, this first day of July, in the year of our Lord one thousand eight hundred and seventy nine.

The Chicago, Milwaukee and St Paul Railway Company By President (L. S.) Attest Secretary."

(Endorsed on the back of bond.) "No Chicago, Milwaukee and St Paul Railway Company, Sixth Mortgage Bonds. $1000. Six per cent. First Mortgage Bonds due July 1st, 1909. Interest payable the first days of January and July."

(Trustees Certificate.) "This is to certify, that this within bond is included in a mortgage of the entire franchise, equipment, rolling stock and property of the Railroad heretofore known as the Western Union Railroad, extending from Racine, via Beloit in Wisconsin, Freeport, Savanna and Port Byron to Rock Island junction, in Illinois and the branches thereof from Elkhorn to Eagle, and Watertown to the coal mines at Hampton and the Savanna Island extension, a distance of two hundred and twelve miles and that we have caused the said mortgage to be duly recorded. Trustees."

Now, therefore, the said Chicago, Milwaukee and St Paul Railway Company and the said Western Union Railroad Company, parties of the first part for and in consideration of the premises, and for the purpose and with the intent of securing equally and ratably the payment of all the bonds above described, principal and interest, which are to be issued under this indenture, and to establish the same as a lien upon the entire franchise and property of the railway herein described, both real and personal, have granted and bargained, sold, conveyed, assigned, transferred and confirmed, and by these presents do grant, bargain, sell, convey, assign, transfer and confirm unto the said John S Kennedy and John S Barnes and to their successors or successors, all and singular the railroad or railway, heretofore commonly known as the Western Union Railroad, which extends from the city of Racine, in the State of Wisconsin, by way of Beloit in said State, and Freeport, Savanna and Port Byron in the State of Illinois to a point of junction with the Chicago, Rock Island and Pacific Railroad in the County of Rock Island, about seven miles easterly from the City of Rock Island, being a distance of one hundred and ninety miles, more or less, together with its branches, extending from Elkhorn, in the State of Wisconsin to Eagle in said State, a distance of about sixteen and one-half miles and from Watertown in the State of Illinois to the coal mines

at Hampton in said State, a distance about four miles more or less, and the Savanna Island extension, excluding in the premises hereby conveyed all the railroads, railways, ways and rights of way and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences and other structures and all depots, station houses, engine houses, freight houses, woodhouses and other buildings, and all machine shops and other shops heretofore belonging to the Western Union Railroad Company, and including also all locomotives, tenders, passenger, baggage, freight and other cars and all other rolling stock and equipment heretofore belonging to the said Western Union Railroad Company, and all rights, privileges and corporate and other franchises connected with or relating to the said railway, or to the construction, maintenance, use or operation of the same, including the right of way and land occupied by said road and all the appurtenances thereto belonging, and also embracing all the lands acquired or appropriated or which may hereafter be acquired or appropriated on the line of said, hereby conveyed, for depots, engine houses, car houses, station houses, elevators, warehouses, machine shops, work shops, structures, erections and fixtures, together with all buildings erected thereon, and all improvements made thereon, and all appurtenances, rights and privileges, and corporate and other franchises thereunto belonging, and also all and singular the locomotives, tenders, passenger cars, freight cars, and all other cars, carriages, tools and machinery, wood, coal, oil, fuel and all supplies and equipment and goods and chattels for said line of railway, hereby conveyed and now owned, or which shall hereafter be owned or acquired by the parties of the first part, or either of them, for use upon said line of railway and in any way relating or appertaining or belonging to or connected with the said line of railway, hereby conveyed, together with all and singular the tenements, hereditaments and appurtenances to the said premises belonging, all the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof, and also all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well in law as in equity, of said parties of the first part, and of each of them, of, in and to the same, and every part thereof. To have and to hold the said railway with its equipment and appurtenances, and all property rights and franchises hereinbefore described, unto the said John T. Kennedy and John T. Barnes, parties of the second part hereto, and to their successor or successors, In trust nevertheless, to and for the uses and purposes hereinafter expressed, to-wit:

Article 1. Until default shall be made by the said parties of the first part, their successor or successors, in the payment of the principal or interest or some part thereof of the said bonds or some one of them, the said Chicago, Milwaukee and St. Paul Railway Company, one of the parties of the first part, its successor or successors shall be suffered and permitted to possess, manage, operate and enjoy said railway, with its equipment and appurtenances and all the property and franchises hereinbefore described, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof.

Article 2. In case default shall be made for the space of six months in the payment of the semi-annual interest to become due upon any or either of the whole of said mortgage bonds, then after the expiration of six months from the time it became due, and without demand or notice, the whole principal sum mentioned in each and all of said mortgage bonds, then outstanding shall forthwith become due and payable, and the lien or encumbrance hereby created for the security and payment thereof, may be at once enforced and the issues, rents, incomes, tolls and profits, earned upon the mortgaged premises from the time of the commencement of said default, except so far as actually collected and legitimately applied by said Chicago, Milwaukee and St. Paul Railway Company prior to the expiration of said six months are hereby declared to vest in the parties of the second part, the Trustees of the holders of the bonds, issued hereunder, and secured hereby, and their successor or successors, without demand or notice, and whoever is in possession of the premises shall account to said Trustees, their successor or successors for said rents, tolls, income and profits, and it is agreed that this indenture is a covenant between the parties hereto and that it is binding and obligatory upon the property and premises embraced herein and that the same is attached to and conveyed and goes with the bonds and conveys all the premises embraced herein, by whomsoever the same may be hereafter owned.

Article 3. In case of default in the payment of the semi-annual interest as above provided, the said trustees and their successor or successors are hereby expressly authorized, upon the request in writing of the owners or holders of said bonds or indebtedness to the amount of five hundred thousand dollars, to enter into or upon and take actual possession of all the property, real and personal, the rights, franchises and privileges of the premises hereby conveyed, and each and every part thereof, and by themselves or by their attorneys or agents have, hold, use and enjoy the same and from time to time make all repairs and replacements and all useful alterations thereof, as fully as the parties of the first part might have done before such entry, and collect and receive all tolls, freights, incomes, rents, issues and profits of the same and every part thereof; and it shall be the duty of the trustees herein named and their successor or successors to exercise the power of entry hereby and hereinbefore granted and to take appropriate proceedings at law or in equity to enforce the rights of the holders of the bonds, secured by this deed upon the request in writing of the holders of at least five hundred thousand dollars, at their face value of said bonds, unless the holders of a majority of all the bonds, issued and secured hereunder, in writing request from said trustees some other or different course of action.

Article 4. None of the bonds, so to be issued by the Chicago, Milwaukee and St. Paul Railway Company, shall be obligatory as against the maker, until the certificate thereon endorsed, as indicated in the form of the bond hereinbefore set forth, shall be subscribed by the said Trustees or their successor or successors in the trust and until so subscribed the payment thereof shall not be deemed to be and shall not be secured by this deed.

Article 5. The said parties of the first part, with the consent in writing of the said Trustee, or their successor or successors in this trust, to be endorsed upon the deeds, may sell and convey any of the land herein and hereby conveyed, not necessary or required to be retained for the convenience or use of the said railway company, but in all such cases, where the amount of sale shall be one thousand dollars or more, it shall be paid to the said Trustees or their successor or successors in the trust, and shall be by them applied to the purchase and cancellation of one or more of the bonds to be issued under this deed; or the proceeds of such sale, made with the consent of the parties hereto, may be invested in the purchase of other property, real or personal, required for the convenience of the company, which property, so purchased, shall be at once conveyed by the parties of the first part to the said Trustees or their successor or successors in the trust, as part of the estate hereby conveyed.

Article 6. The said Chicago, Milwaukee and St. Paul Railway Company hereby covenants and agrees to and with the said Trustees, their successor or successors in the trust herein created, that it will well and seasonably pay and discharge all the principal and interest of the said bonds made and issued in pursuance of this indenture, and that it will also seasonably pay and discharge all taxes and assessments of every sort and description which may at any time be imposed or assessed upon all and every part of any of the franchises and property herein and hereby conveyed, by any of the States, wherein any of such franchises and property may be, or under the authority thereof, so as to keep the mortgaged premises free and clear from any lien or encumbrance by reason thereof, and also that it will seasonably pay and discharge all taxes and assessments of every sort and description which may be charged or assessed upon any of the bonds, to be issued under and in pursuance of the provisions of this deed, or upon the Trustees as Trustees hereunder, their successor or successors, or upon the holders of any of such bonds, as such holders, by any State through which the said line of railway runs.

Article 7. In case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage, under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the outstanding indebtedness or bonds secured by this mortgage, shall in writing request the said Trustees, their successor or successors, to purchase the premises embraced herein, for the use and benefit of the holders of the outstanding indebtedness or bonds secured by this mortgage, the said Trustees, their successor or successors, are fully authorized to make such purchase, and having so purchased said premises, the right and title thereto shall vest in said Trustees, their successor or successors, and no holders of said indebtedness or bonds shall have any claim to the premises or the proceeds thereof except for his prorated share of the proceeds of said purchased premises as represented in a new company or corporation, to be formed for the use and benefit of the holders of the indebtedness or bonds, secured hereby, and the said Trustees or their successor or successors may take such lawful measures as he or they may deem for the interest of the holders of said indebtedness or bonds, to organize a new company or corporation for their benefit. And said new company or corporation shall be organized upon such terms, conditions and limitations, and in such manner as the holders of a majority of said outstanding indebtedness or bonds, secured by this mortgage, shall, in writing, request or direct, and thereupon the premises so purchased shall be conveyed, by said Trustees, to said new company or corporation.

Article 8. The said John T. Kennedy and John T. Barnes, and their successor and successors in this trust, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them when such agent shall be selected or employed in their discretion. The said Trustee or their successor or successors shall receive from said Chicago, Milwaukee and St. Paul Railway Company, for their services in the acceptance of this trust and the signing and delivering of the bonds issued hereunder, the sum of one dollar for each one thousand dollar bond, payable from time to time as the bonds are delivered to said Trustees. Said Trustees and their successor or successors, shall be entitled to receive proper compensation for all other services performed in the discharge of this trust, in case they are compelled to take possession of said premises or any part thereof.

Article 9. The said John T. Kennedy and John T. Barnes, or any successor in this said trust may resign or discharge themselves or himself of the trust created by these presents, by notice in writing to the said Chicago, Milwaukee and St. Paul Railway Company, or its successor or successors, and to the existing Trustee or Trustees, if there be such, three months before such resignation shall take effect, or such shorter time as they may accept as adequate notice, and upon the due execution of the conveyance hereinafter required. That said Trustees or either of them, or any successor of said Trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by a vote of a majority in interest of said bondholders, convened upon the notice hereinafter provided and being attested by an instrument in writing under the hands and seals of the chairman and Secretary

of said meeting and under the hands and seals of a majority of the bondholders. In case at any time hereafter the said John S Kennedy and John S Barnes, or any Trustee hereafter appointed, shall die or resign, or be removed, as herein provided, by a court of competent jurisdiction, or shall become incapable or unable to act in the said trust, a successor to said Trustee shall be appointed by the holders, for the time being of a majority of the bonds then outstanding, by an instrument in writing under their hands and seals, and the Trustee so appointed, with the Trustee or Trustees so surviving or continuing, shall thereupon become vested with all the powers, authorities and estate, granted to or conferred upon the party of the second part by these presents, and all the rights and interest requisite to enable him as such Trustee, to execute the purposes of this trust without any further assurance or conveyance; but the surviving or continuing Trustee or Trustees, if any, shall execute all of such conveyances and other instruments as may be fit or expedient for the purpose of assuring a legal estate in the premises jointly with themselves or himself, to the Trustee so appointed, and upon the death, resignation or removal of any Trustee, or any appointment in his place in pursuance of these presents, all his powers and authorities by virtue hereof shall cease, and all estate, right, title and interest in the said premises of any Trustee so dying, resigning or being removed, shall, if there be a co-Trustee surviving or continuing in office, wholly cease and determine; but the 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 said new Trustee, jointly with the continuing Trustee or Trustees in the trust herein expressed, all the property, rights and franchises which may be at the time held upon the said trusts; provided, however, that it is hereby agreed and declared, that in case it shall at any time hereafter prove impracticable, after reasonable exertion, to appoint, in the manner hereinbefore provided, a successor in any vacancy which may happen in said trust, application in behalf of all the holders of the bonds secured hereby, shall be made, by the surviving or continuing Trustee or Trustees within sixty days after notice of such vacancy; or if the trust be wholly vacant, such application may be made by the holders of said bonds to the aggregate amount of five hundred thousand dollars, to any court of competent jurisdiction, for the appointment of a new Trustee or new Trustees.

Article 10. Whenever, and as often as any contingency shall arise, in which the action of a majority in interest of the holders of said bonds shall be necessary, or in which the said bond holders are herein declared to have any discretionary voice or power, it shall be the duty of the said Trustees, or their successor or successors, and they are hereby authorized and required to call a meeting of all the holders of said bonds, to be held in the City of New York, by advertisements to be published, at the expense of the said Chicago, Milwaukee and St. Paul Railway Company, three times a week for six weeks, in at least two news papers of large circulation, amongst the business community in said city; and at such meeting so convened, a majority in interest of the holders of said bonds shall be competent to exercise, in person or by proxy, all the powers and authorities conferred upon them by these presents. Any person appearing at said meeting of bondholders, and claiming a right to participate therein, shall, if requested by any of the bondholders present thereat, produce the bond or bonds upon which such person may claim the right to vote at said meeting, or file an affidavit with the chairman of such meeting that he the person so claiming the right to participate in said meeting, is the holder of one or more of the bonds aforesaid, or the proxy of such holder, in which affidavit he shall specify the amount and numbers of the bonds, which he claims to hold or represent, before being allowed to vote at such meeting, except for the purpose of temporarily organizing the same, and on the adjournment of such meeting all such affidavits shall be delivered to the Chicago, Milwaukee and St. Paul Railway Company, to be filed among the records of said company.

Article 11. The said parties of the first part and their successors and assigns hereby covenant to make, execute and deliver all such other and further instruments, deeds or indentures as may be necessary to enable the person or persons so appointed to execute the trust hereby created as fully and perfectly, in all respects, as he or they could have executed the same if originally a party to this indenture, also to execute and deliver any further and reasonable and necessary deed or deeds, conveyance or conveyances to said trustee, its successor or successors for the more fully securing the payment of said indebtedness and bonds, particularly for the conveyance of any right, interest or property acquired by said company or their successor or successors subsequent to the date hereof, pertaining to the premises conveyed by this deed.

Provided always, and this grant and conveyance is upon the express condition, that upon the payment in full of said indebtedness and bonds, and the interest due thereon, and on exhibiting the said bonds cancelled to the said trustee, their successor or successors, and transferring to the obligor or its successor or successors, the bonds so exhibited, then the estate, title and interest of the said Trustees their successor or successors shall cease, determine, and become void, and he or they shall, upon the request of the said Chicago, Milwaukee & St. Paul Railway Company or its successor or successors duly execute and deliver the proper release or satisfaction of this mortgage deed of trust.

In Witness Whereof, the said Chicago, Milwaukee and St. Paul Railway Company and the Western Union Railroad Company have caused this indenture to be subscribed in their corporate names by their respective Presidents and Secretaries, and have caused their corporate seals to be hereunto affixed the day and year first above written.

In presence of
Melbert B Cary. Wm R Adams.

The Chicago Milwaukee and St Paul Railway Company, By Alex Mitchell, President
(L. S.) Attest: R D. Jennings Secretary

In presence of
Melbert B Cary, Wm R Adams.

The Western Union Railroad Company By Alex Mitchell President
(L. S.) Attest F G Ramney, Secretary.

And the said John S Kennedy and John S Barnes, for the purpose of signifying their acceptance of the trust herein and hereby created, have hereunto subscribed their names. Done on the day and year first above written.

Witnesses
William N. Clarkson. Chas N. Benedict.

John S Kennedy (Seal)
John S Barnes (Seal)

State of Wisconsin, County of Milwaukee ss. Be it Known, That on the 26th day of June, A D 1879, before me, the undersigned, a Notary Public, duly commissioned in and for said county, and duly authorized to administer oaths and take acknowledgment of deeds, came Alexander Mitchell, President, and R D Jennings, Secretary, of the Chicago, Milwaukee and St. Paul Railway Company, who, 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 was affixed by the order of the company, and that they signed their respective names thereto as President and Secretary by the like order; and that they severally acknowledged the execution thereof to be their free act and deed, and the free act of said Chicago, Milwaukee and St Paul Railway Company, for the uses and 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. And I further certify that the foregoing instrument is executed according to the forms of law required by the States of Wisconsin and Illinois. In Witness Whereof, I have hereunto set my hand and ~~seal~~ affixed my notarial seal, on the day and year above named. Melbert B Cary, Notary Public, Milwaukee County, Wis. (L. S.)

State of Wisconsin, County of Milwaukee ss. Be it known that on the 26th day of June A. D. 1879, before me, the undersigned, a Notary Public, duly commissioned in and for said County, and duly authorized to administer oaths and take acknowledgment of deeds, came Alexander Mitchell, President, and Frederic G Ramney, Secretary of the Western Union Railroad Company, who, 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 was affixed by order of the company; and that they signed their respective names thereto as President and Secretary, by the like order; and that they severally acknowledged the execution thereof to be their free act and deed and the free act and deed of said Western Union Railroad 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. And I further certify that the foregoing instrument is executed according to the forms of law required by the States of Wisconsin and Illinois. In witness whereof, I have hereunto set my hand and affixed my notarial seal, on the day and year above named.

(L. S.) Melbert B Cary, Notary Public, Milwaukee Co, Wis.

State of New York, City and County of New York ss Be it remembered that on this first day of July, 1879 before me a Notary Public, residing in the City and County aforesaid, duly commissioned and sworn, in person came John S Kennedy and John S Barnes, parties of the second part, named in the foregoing indenture, and who executed the same, to me known personally to be such persons; and they severally acknowledged before me that they voluntarily executed the said indenture as parties of the second part 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 named. (L. S.) William N. Clarkson, Notary Public.

Received for record July 23d 1879 at 9 o'clock A M. S + H

Chicago & Tomah Railroad Co.

to

The Farmers Loan & Trust Company of the City of New York

Mortgage

This Indenture made this third day of June A D 1879 between the Chicago and Tomah Railroad Company a corporation duly incorporated under and by virtue of the laws of the State of Wisconsin, party of the first part, and The Farmers Loan and Trust Company of the City of New York a corporation duly incorporated by the State of New York, party of the second part Witnesseth:

That Whereas the said Railroad company is the owner of a line of Railroad now in process of construction from Chicago to Tomah with its franchises.

And Whereas for the purpose of funding the moneys expended and to be expended in the construction and equipment of said railroad the party of the first part has determined to make, issue and sell negotiate and deliver its bonds in sums of One Thousand Dollars and Five hundred and Fifty Dollars or Two hundred pounds Sterling and Fifty pounds Sterling to the amount of Six thousand dollars or Twelve hundred pounds Sterling per mile, which bonds are to be all duly and legally made and issued only as said railroad is constructed and in operation in sections of ten miles. The said bonds are to be numbered consecutively from one upwards the odd numbers to be in sums of one thousand dollars or two hundred pounds Sterling and the even numbers in sums of two hundred and fifty dollars or fifty pounds Sterling to an amount not exceeding One Million, six hundred and eighty thousand dollars or three hundred and thirty six thousand pounds Sterling payable in gold coin of the United States of America. The bonds of the denomination of one thousand dollars are to be numbered one three &c, using the odd numbers till if so many shall be issued the number of one thousand three hundred and forty four bonds are issued. The bonds of the denomination of two hundred and fifty dollars shall be numbered two four &c until one thousand and three hundred and forty four bonds of this denomination are issued (if so many shall be issued) and each shall be of the form and tenor following

United States of America

State of Wisconsin

First Mortgage Bond Wisconsin Division

The Chicago and Tomah Railroad Company

$ 1000 — No 1 £ 200.

Know all men by these presents That the Chicago and Tomah Railroad Company is indebted to bearer in the sum Dollars Gold Coin of the United States of America or Two Hundred Pounds Sterling which indebtedness it promises to pay on the first day of July A D 1909 at its office or agency in the Cities of New York or London with interest thereon from the first day of July A D 1879 at the rate of six per centum per annum payable semiannually on the first day of January and July in each year at said office or agency in New York in Gold Coin of the United States of America or in London in Sterling Money of Great Britain on the presentation and surrender of the annexed coupons as they severally become due.

If the obligor or its successors shall make default in the payment of semiannual interest on this bond for six months from the time it becomes due and then without demand or notice the whole principal thereof shall become due and payable and may at once be enforced against this company or its successors. This bond is one of a series of bonds of the same tenor and date amounting to six thousand dollars or twelve hundred pounds Sterling per mile of constructed railroad owned by the obligor and extending from Tomah to the South Line of the State of Wisconsin in the Counties of Lafayette and Rock with branches to Lancaster and Madison, including two hundred and eighty miles of railroad and payments of these bonds is secured by a mortgage deed of trust duly executed and delivered by the said Rail Road Company to the Farmers Loan and Trust Company of the City and State of New York as trustee or its successor or successors and conveying the Railroad track right of way depot grounds rights privileges franchises, immunities, easements buildings machine houses rolling stock furniture tools implements appendages and appurtenances used in connection with said railroad in any manner whatever now belonging to the corporation or which may hereafter belong to it: to wit: The Chicago and Tomah Railroad Company.

This Bond shall not be valid until it shall have been authenticated by a certificate indorsed thereon and duly signed by said Trustee or its successor or successors and is issued secured and held subject to the terms and conditions contained in said mortgage deed of trust above named.

In Witness Whereof the said company has caused its corporate seal name and seal to be hereto affixed and signed by its President and Secretary this

Chicago and Tomah Railroad Company

By President

$1000 Scanbery

Endorsed on back of Bond

Chicago and Tomah Railroad Company

$ No £

Wisconsin Division

First Mortgage Bond

Interest six per cent payable semiannually the first day of January and July. Due July first A D 1909.

Interest and principal payable in Gold Coin of the United States of America or in Sterling Money of Great Britain.

Trustees Certificate.

This is to certify that the within bond is included in a mortgage of the entire franchises and property of the Chicago and Tomah Rail road Company Wisconsin Division extending from Tomah to the South line of the State of Wisconsin in the counties of Lafayette and Rock with branches to Lancaster and Madison as to secure the payment of six thousand dollars or twelve hundred pounds Sterling per miles issued only as the railroad is constructed and put in operation in sections of ten miles, and that we have caused mortgage to be duly recorded.

The Farmers Loan and Trust Company Trustee

By President

Now therefore the Chicago and Tomah Rail Road Company for and in consideration of the premises and for the purpose and with the intent of securing equally and alike the payment of all the bonds above described which are to be issued under this mortgage or trust deed and to establish the same as a lien upon the entire franchises and property of the Rail Road Company appertaining to the premises herein described both real and personal, now owned or to be hereafter acquired hath granted, bargained, sold conveyed, assigned, transferred, confirmed and by these presents doth grant, bargain, sell, convey, assign, transfer and confirm to the said Farmers Loan and Trust Company as Trustee and in trust and to its successor or successors the railroad constructed and to be constructed by said Railroad Company extending from Tomah to the South line of the State of Wisconsin in Lafayette County with branch to Lancaster in Grant Co. and to the South line of the State of Wisconsin in Rock Co with branch to Madison with the franchises and other property real and personal appertaining to said line of railroad. Including the right of way and land occupied by said railroad and all the appurtenances thereto belonging, and also embracing all the lands acquired and appropriated which may hereafter be acquired and appropriated on the line of said road hereby conveyed.

for depots, engine houses, car houses, station houses, elevators, ware houses machine shops work shops, superstructures, erections and fixtures, together with all buildings erected thereon and all improvements made thereon and all appurtenances rights and privileges thereunto belonging.

And also all and singular the locomotives, tenders, passenger cars, freight cars and every and all other cars carriages, boats, machinery, wood coal, oil, fuel and all supplies and equipments, goods and chattels for said line of railroad hereby conveyed and now owned or which shall hereafter be owned or acquired by said company for use upon said line of railway and in any way relating or appertaining or belonging to or connected with said line of railroad hereby conveyed.

And also all the rents, issues, income tolls profits, currency, moneys, rights, benefits and advantages derived and or to be derived, had or received by said Railroad company in any way whatever, from said line of railroad hereby mortgaged.

In the event of default being made by said railroad company or any successor or successors or assigns thereof, in the payment of interest upon said bonds or any of them and the continuance of said default for the period of six months, then the rents, issues, income, tolls and profits earned upon the mortgaged premises from the time of the commencement of such default except so far as actually collected and legitimately applied by said railroad company prior to the expiration of said six months are hereby declared to vest in the Trustee of the holders of the bonds issued hereunder and secured hereby, and its successors and assigns without demand or notice and it is hereby agreed that whoever is in possession of the premises shall account to said trustee its successors and assigns for said rents, tolls, income and profits.

And it is agreed that this indenture is a covenant between the parties hereto and that it is binding and obligatory upon the property and premises embraced herein and that the same is attached to the fee and goes with and binds the fee of the premises embraced herein by whomsoever the same may be hereafter owned.

To have and to hold the above granted and bargained premises with the appurtenances thereof unto the said Farmers Loan and Trust Company and to its successors and successor and its assigns: In trust and upon the trusts uses and purposes hereinafter expressed of and concerning the same for the use and benefit of the person or persons firm or firms bodies politic or corporate who shall hereafter at any time become the purchasers or holders owners or bearers of any of said indebtedness or either of said bonds subject to the terms, provisions and stipulations in said bonds contained and also subject to the possession and management of said railroad and property by said

Attest Secretary

Endorsed on back of Bond

Chicago and Tomah Railroad Company

$ No £

Wisconsin Division

First Mortgage Bond

Interest six per cent payable semiannually the first day of January and July. Due July first A D 1909.

Interest and principal payable in Gold Coin of the United States of America or in Sterling Money of Great Britain.

Trustees Certificate.

This is to certify that the within bond is included in a mortgage of the entire franchises and property of the Chicago and Tomah Rail Road Company Wisconsin Division extending from Tomah to the South line of the State of Wisconsin in the counties of Lafayette and Rock with branches to Lancaster and Madison and to secure the payment of six thousand dollars or twelve hundred pounds Sterling per mile issued only as the railroad is constructed and put in operation in sections of ten miles, and that we have caused mortgage to be duly recorded.

The Farmers Loan and Trust Company Trustee

By President

Now therefore the Chicago and Tomah Rail Road Company for and in consideration of the premises and for the purpose and with the intent of securing equally and alike the payment of all the bonds above described which are to be issued under this mortgage or trust deed and to establish the same as a lien upon the entire franchises and property of the Rail Road Company appertaining to the premises herein described both real and personal, now owned or to be hereafter acquired, hath granted, bargained, sold conveyed, assigned, transferred, confirmed and by these presents doth grant, bargain, sell, convey, assign, transfer and confirm to the said Farmers Loan and Trust Company as Trustee and in trust and to its successor or successors the railroad constructed and to be constructed by said Railroad Company extending from Tomah to the South line of the State of Wisconsin in Lafayette County with branch to Lancaster in Grant Co. and to the South line of the State of Wisconsin in Rock Co with branch to Madison with the franchises and other property real and personal appertaining to said line of railroad. Including the right of way and land occupied by said railroad and all the appurtenances thereto belonging, and also embracing all the lands acquired and appropriated which may hereafter be acquired and appropriated and the line of said road hereby conveyed.

for depots, engine houses, car houses, station houses, elevators, ware houses machine shops work shops, superstructures, erections and fixtures, together with all buildings erected thereon and all improvements made thereon and all appurtenances rights and privileges thereunto belonging.

And also all and singular the locomotives, tenders, passenger cars, freight cars and every and all other cars carriages, boats, machinery, wood coal, oil, fuel and all supplies and equipments, goods and chattels for said line of railroad hereby conveyed and now owned or which shall hereafter be owned or acquired by said company for use upon said line of railway and in any way relating or appertaining or belonging to or connected with said line of railroad hereby conveyed.

And also all the rents, issues, incomes tolls profits, currency, money's, rights, benefits and advantages derived ~~and~~ or to be derived, had or received by said Railroad Company in any way whatever, from said line of railroad hereby mortgaged.

Use But event of default being made by said railroad company or any successor or successors or assigns thereof, in the payment of interest upon said bonds or any of them and the continuance of said default for the period of six months, then the rents, issues, income, tolls and profits earned upon the mortgaged premises from the time of the commencement of such default except so far as actually collected and legitimately applied by said railroad company prior to the expiration of said six months are hereby declared to vest in the Trustee of the holders of the bonds issued hereunder and secured hereby, and its successors and assigns without demand or notice and it is hereby agreed that whoever is in possession of the premises shall account to said trustee its successors and assigns for said rents, tolls, income and profits.

And it is agreed that this indenture is a covenant between the parties hereto and that it is binding and obligatory upon the property and premises embraced herein and that the same is attached to the fee and goes with and binds the fee of the premises embraced herein by whomsoever the same may be hereafter owned.

To have and to hold the above granted and bargained premises with the appurtenances thereof unto the said Farmers Loan and Trust Company and to its successors and successor and its assigns: In trust and upon the trust uses and purposes hereinafter expressed of and concerning the same for the use and benefit of the person or persons firm or firms bodies politic or corporate who shall hereafter at any time become the purchasers or holders owners or bearers of any of said indebtedness or either of said bonds subject to the terms, provisions and stipulations in said bonds contained and also subject to the possession and management of said railroad and property by said

company and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said debt or bonds, or in any or either of them and so long as the said company shall well and truly observe, keep and perform all and singular the covenants and agreements, conditions and stipulations in said bonds, and in this indenture contained and set forth and which are to be observed kept and performed by and on the part of the said company.

And it is agreed that in case said Railroad Company shall for the space of six months make default in the payment of the said semiannual interest as it becomes due upon any of said indebtedness, or either or the whole of said mortgage bonds, then, after the expiration of six months from the time it became due, and without demand or notice, the whole principal sum mentioned in each and all of said mortgage bonds, then outstanding shall forthwith become due and payable and the lien or incumbrance hereby created for the security and payment thereof may be at once enforced.

And it is agreed in the case of default of the payment of the semiannual interest as above provided that the said Trustee and its successor or successors are hereby expressly authorized and empowered upon the request in writing of the owners or holders of said bonds or indebtedness to the amount of Four hundred and Twenty thousand dollars or one fourth of the amount of the bonds then issued and outstanding to enter upon and into and take actual possession of all the property real and personal and rights franchises and privileges of the premises hereby conveyed and each and every part thereof and by themselves or by their attorneys or agents to have, hold and enjoy the same and from time to time make all repairs and replacements and all needful alterations thereto, as fully as the party of the first part might have done before such entry and to collect and receive all toll, freights, income, rents, issues and profits of the same and of every part thereof.

It is agreed that it shall be the duty of the Trustee herein named and of this successors to exercise the power of entry hereby and herein granted and to take appropriate proceedings at law or in equity to enforce the right of the holders of the bonds secured by this deed upon the signatures in writing of the holders of at least one fourth of the amount of bonds then outstanding at their face value unless the holders of a majority of all the bonds issued and secured hereunder in writing request from said Trustee some other or different course of action.

It is agreed that none of the bonds so to be made and issued by the Railroad Company shall be obligatory as against the maker until the certificate thereon endorsed as indicated in the form of the bond hereinbefore set forth shall be subscribed by the said Trustee or its successors in the trust and until so subscribed the payment thereof shall not be demanded to be and shall not be secured by this deed.

It is agreed that the Railroad Company with the consent in writing of the said Trustee or its successors in the trust to be indorsed upon the deeds may sell and convey any of the land herein and hereby conveyed, not necessary or required to be retained for the convenience or use of the Railroad Company, but in all such cases where the amount shall be one thousand dollars or more arising from the sale it shall be paid to the said Trustee or its successors in the trust and

shall be by them applied to the purchase and cancellation of one or more of the bonds to be issued under this deed; or the proceeds of such sales may with the consent of the parties hereto be invested in the purchase of other property real or personal required for the convenience of the company which property so purchased shall be at once conveyed by the party of the first part to the said Trustee or its successors in trust as part of the estate hereby conveyed.

And the said Railroad Company hereby covenants and agrees to and with the said Trustee its successor & successors in the trust herein contained, that it will well and seasonably pay and discharge all the principal and interest upon the said bonds as and when issued in pursuance of this indenture; and that it will also seasonably pay and discharge all taxes and assessments of every sort and description which may at any time be imposed or assessed upon all and every part of any of the franchises herein and hereby conveyed by any of the States wherein any of such franchises and property may be or under the authority thereof, so as to keep the mortgaged premises free and clear from any lien or incumberance by reason thereof and that it will seasonably pay and discharge all taxes and assessments of every sort and description which may be charged or assessed upon any of the bonds to be issued under and in pursuance of the provisions of this deed or upon the Trust Company as Trustee hereunder, its successor or successors or upon the holders of any such bonds as such holders by any State through which said line of railroad runs.

It is made the duty of the trustee herein named to sign and deliver said bonds only as fast as the railroad shall be constructed and put in operation at the rate of six thousand dollars per mile.

The evidence to be furnished shall be the statement of the Railroad Company certified to by the President of the Railroad Company and by the General Manager.

It is agreed by and between the parties hereto that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof based upon the foreclosure of this mortgage and the holders of a majority of the then outstanding indebtedness or bonds secured by this mortgage shall in writing request the said Trustee its successors or successor, it is authorized to purchase the premises embraced herein for the use and benefit of the holders of the outstanding indebtedness or bonds secured by this Mortgage. And that having so purchased said premises the rights and title thereto shall vest in said Trustee or Trustees and no holder of said indebtedness or bonds shall have any claim to the premises or the proceeds thereof except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation to be formed for the use and benefit of the holders of the indebtedness or bonds secured hereby. And the said Trustee or its successor or successors may take such lawful measures as he or they deem for the interest of the holders of said indebtedness or bonds to organize a new company

company and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said debt or bonds, or in any or either of them and so long as the said company shall well and truly observe, keep and perform all and singular the covenants and agreements, conditions and stipulations in said bonds, and in this indenture contained and set forth and which are to be observed kept and performed by and on the part of the said company.

And it is agreed that in case said Railroad Company shall for the space of six months make default in the payment of the said semiannual interest as herein due upon any of said indebtedness, or either or the whole of said mortgage bonds, then, after the expiration of six months from the time it became due, and without demand or notice, the whole principal sum mentioned in each and all of said mortgage bonds then outstanding shall forthwith become due and payable and the lien or incumbrance hereby created for the security and payment thereof may be at once enforced.

And it is agreed in the case of default of the payment of the semiannual interest as above provided that the said Trustee and its successor or successors are hereby expressly authorized and empowered upon the request in writing of the owner or holders of said bonds or indebtedness to the amount of Four hundred and Twenty thousand dollars or one fourth of the amount of all bonds then issued and outstanding to enter upon and into and take actual possession of all the property real and personal and rights franchises and privileges of the premises hereby conveyed and each and every part thereof and by themselves or by their attorneys or agents to have, hold and enjoy the same and from time to time make all repairs and replacements and all needful alterations thereto, as fully as the party of the first part might have done before such entry and to collect and receive all toll, freights, income, rents, issues and profits of the same and of every part thereof.

It is agreed that it shall be the duty of the Trustee herein named and of their successors to exercise the power of entry hereby and herein granted and to take appropriate proceedings at law or in equity to enforce the right of the holders of the bonds secured by this deed upon the signature in writing of the holders of at least one fourth of the amount of bonds then outstanding at their face value unless the holders of a majority of all the bonds issued and secured hereunder in writing request from said Trustee some other or different course of action.

It is agreed that none of the bonds so to be made and issued by the Railroad Company shall be obligatory as against the maker until the certificate thereon endorsed as indicated in the form of the bond hereinafter set forth shall be subscribed by the said trustee or its successors in the trust and until so subscribed the payment thereof shall not be deemed to be and shall not be secured by this deed.

It is agreed that the Railroad Company with the consent in writing of the said trustee or its successors in the trust to be endorsed upon the deeds may sell and convey any of the land herein and hereby conveyed, not necessary or required to be retained for the convenience or use of the Railroad Company, but in all such cases where the amount shall be one thousand dollars or more arising from the sale it shall be paid to the said trustee or its successors in the trust and

shall be by them applied to the purchase and cancellation of one or more of the bonds to be issued under this deed; or the proceeds of such sales may with the consent of the parties hereto be invested in the purchase of other property real or personal required for the convenience of the company which property so purchased shall be at once conveyed by the party of the first part to the said trustee or its successors in trust as part of the estate hereby conveyed.

And the said Railroad Company hereby covenants and agrees to and with the said Trustee its successor & successors in the trust herein contained, that it will well and seasonably pay and discharge all the principal and interest upon the said bonds as made and issued in pursuance of this indenture; and that it will also seasonably pay and discharge all taxes and assessments of every sort and description which may at any time be imposed or assessed upon all and every part of any of the franchises herein and hereby conveyed by any of the States wherein any of such franchises and property may be or under the authority thereof, so as to keep the mortgaged premises free and clear from any lien or incumbrance by reason thereof and that it will seasonably pay and discharge all taxes and assessments of every sort and description which may be charged or assessed upon any of the bonds to be issued under and in pursuance of the provisions of this deed or upon the Trust Company as Trustee hereunder, its successor or successors or upon the holders of any such bonds as such holders by any State through which said line of railroad runs.

It is made the duty of the trustee herein named to sign and deliver said bonds only as fast as the railroad shall be constructed and put in operation at the rate of six thousand dollars per mile.

The evidence to be furnished shall be the statement of the Railroad Company certified to by the President of the Railroad Company and by the General Manager.

It is agreed by and between the parties hereto that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof based upon the foreclosure of this mortgage and the holders of a majority of the then outstanding indebtedness or bonds secured by this mortgage shall in writing request the said Trustee its successors or successor, it is authorized to purchase the premises embraced herein for the use and benefit of the holders of the outstanding indebtedness or bonds secured by this Mortgage. And that having so purchased said premises the rights and title thereto shall vest in said Trustee or Trustees and no holder of said indebtedness or bonds shall have any claim to the premises or the proceeds thereof except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation to be formed for the use and benefit of the holders of the indebtedness or bonds secured hereby. And the said Trustee or its successor or successors may take such lawful measures as he or they deem for the interest of the holders of said indebtedness or bonds to organize a new company

or Corporation for their benefit said new Company or Corporation shall be organized upon such terms, conditions and limitations and in such manner as the holders of a majority of said outstanding indebtedness or bonds secured by ~~the~~ this Agreement shall in writing request or direct and thereupon the premises so purchased shall be conveyed by to said new Company or Corporation.

It is agreed that this said Trust Company and its successor or successors in this trust shall only be accountable for reasonable diligence in the management thereof and shall not be responsible for the acts of any agent employed by it when such agents shall be selected or employed in its discretion. The said Trust Company and its successors shall receive from the railroad company for services in the acceptance of this trust and the signing and delivery of the Bonds issued hereunder the sum of one dollar for each one thousand dollars of bonds payable from time to time as the bonds are delivered to said company. The trust company and its successors shall be entitled to receive proper compensation for all other services performed in the discharge of this trust in case it is compelled to take possession of said premises or any part thereof. And it is hereby further agreed that said Trustee or any successor or successors may resign or discharge itself or himself of the trust created by these presents by notice in writing to the railroad Company or its successor or successors and to the existing Trustee or Trustees if there be such three months before such resignation shall take effect, or such shorter time as they may accept as adequate notice and upon due execution of the conveyances hereinafter required; that the said trustee or any successor of said trustee may be removed by a majority in interest of the holders of the aforesaid bonds by a vote of such majority in interest of the said bondholders convened upon the notice hereinafter prescribed and being attested by an instrument in writing under the hands and seals of the Chairman and Secretary of such meeting and under the hands and seals of a majority of the bondholders; that in case at any time hereafter either of said trustees or any trustee hereafter appointed shall die or resign or be removed as herein provided by a court of competent jurisdiction or shall become unfit or incapable to act in the said trust a successor to such trustee 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 under their hands and seals; and the trustee so appointed with the trustee or trustees so surviving or continuing shall thereupon become vested with all the powers authorities and estates granted to or conferred upon the parties of the second part by these presents and all the rights and interests requisite to enable him as such trustee to execute the purposes of this trust without any further assurance or conveyance; but the surviving or continuing trustee or trustees shall immediately execute all such conveyances and other instruments as may be fit or expedient for the purpose of assuring the legal estate in the premises jointly with himself or themselves to the trustee so appointed, and upon the death, resignation or removal of any trustee or any appointment in his place in pursuance of these presents all his powers and authorities by virtue hereof shall cease; and all the estate, right, title and interest in the said premises of any trustee so dying, resigning or being removed, shall if there be a co-trustee surviving or continuing in office wholly cease and determine but the 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 jointly with the continuing trustees or trustee and 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 a 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 shall be made by the surviving or continuing trustee or trustees within sixty days after notice of such vacancy or if the trust be wholly vacant such application may be made by holders of said bonds to the aggregate amount of one quarter of said bonds to any court of competent jurisdiction for the appointment of a new trustee or new trustees. And it is hereby further expressly declared and agreed that whenever and as often as any contingency shall arise in which the action of a majority in interest of the holders of said bonds shall be necessary or in which the said bondholders are herein declared to have any discretionary voice or power it shall be the duty of the said trustee or its successor and it is hereby authorized and required to call a meeting of all the holders of said bonds to be held in the City of New York by advertisements to be published at the expense of the said company three times a week for six weeks, in at least two news papers of large circulation amongst the business community in said city; and at such meeting so convened a majority in the interest of the holders of said bonds shall be competent to exercise in person or by proxy all the powers and authorities conferred upon them by these presents. And any person appearing at said meeting of bond holders and claiming a right to participate therein, shall, if requested by any bondholder present thereat, produce the bond or bonds upon which such person may claim the right to vote at such meeting, or file an affidavit with the Chairman of such meeting that he, the person so claiming the right to participate in such meeting is a holder of one or more of the bonds aforesaid, or the proxy of such holder, in which affidavit he shall specify the amount and numbers of the bonds which he claims to hold or represent, before being allowed to vote at such meeting except for the purpose of temporarily organizing the same; and on the adjournment of such meeting all such affidavits shall be delivered to the said Railway Company to be filed among the records of said Company.

The said company and their successors and assigns hereby covenant to make execute and deliver all such other or further instruments deeds or indentures as may be necessary to enable the person or persons so appointed to execute the trust hereby created as fully and perfectly in all respects as he or they could have executed the same, if originally a party to this indenture. Also to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances to the said Trustee, its successor or successors for the more fully securing the payment of said indebtedness and bonds, particularly for the conveyance of any right interest or property acquired by said company or their successors subsequent to the date hereof, pertaining to, used or to be used upon the premises mortgaged by this deed. Provided allways and this grant and conveyance is upon the express condition, that upon the payment in full of said indebtedness and bonds and the interest due thereon, on exhibiting said bonds cancelled to the said trustee successors or successor and transferring to the Obligor or its successors the bonds so exhibited, then the estate title and interest of the said trustee its successors or successor shall cease, determine and become void: and he or they shall upon request of the company or its successors duly execute and deliver a proper release or satisfaction of this mortgage.

In Witness Whereof the said Chicago and Kenah Railroad Company has caused this indenture to be subscribed in its corporate name by its President and Secretary, and has caused its corporate Seal to be hereunto affixed.

Chicago and Kenah Railroad Company

By D R W Williams Pt

Attest W F Tuttle, Secretary

In presence of (Corporate Seal)

United States of America, State of Wisconsin County of Grant. ss

Personally came before me this 3d day of June A D 1879 D R W Williams and W F Tuttle, President and Secretary of the Chicago & Tomah Railroad Company who being duly sworn doth depose and say that they are the President and Secretary of the said Railroad Company and that they know the seal of said company and that the seal annexed to the within instrument is the common and corporate seal of said company and was affixed thereto by order of the Board of Directors of said company at a meeting of said Board of Directors held at Woodman on the 16th day of April A D 1879 authorizing and directing the execution of the foregoing instrument of mortgage they freely and voluntarily executed the same. Alexander Provis, Notary Public.

Subscribed and sworn to before me this 3d day of June A D 1879

(Notarial Seal) Alexander Provis, Notary Public.

And the said Farmers Loan and Trust Company for the purpose of signifying its acceptance of the trust herein and hereby created has hereunto subscribed its name all done on the day and year first above written.

(Corporate Seal) The Farmers Loan & Trust Company by A G Ralston Pres.

Attest A. C. Boyd Wms

At a meeting of the Board of Directors held at Woodman on the 16th day of April A D 1879 the following Resolution was offered seconded and adopted by the unanimous vote of all Directors present at this meeting:

Resolved by the Board of Directors of this company that a mortgage deed of trust be executed to the Farmers Loan & Trust Company of the City and State of New York as Trustee to secure an issue of Bonds to the amount of $6000 = or 1200 £ Sterling per mile of constructed road, payable on the first day of July A D 1909, bearing interest at the rate of six per cent per annum from the first day of July 1879 interest payable semiannually on the first day of January and July of each year. Payable Principal and Interest in Gold coin of the United States of America. The said mortgage deed of trust to include the proposed and constructed so far as they are constructed line of Railroad of the said company from Tomah to the South line of the State of Wisconsin in La Fayette Co. with Branch to Lancaster in Grant Co. and to the South line of the State of Wisconsin in Rock Co. with Branch to Madison in Dane Co and to exchange the said bonds for any and all Bonds that have been previously authorized and issued by this company.

I certify that the above is a true copy of the resolution adopted by the Board of Directors of the Chicago and Tomah Railroad Company at a meeting held in Woodman on the 16th day of April A D 1879 and that the same is duly recorded in a Book of Records kept by the Company for that purpose.

(Corporate Seal) W F Tuttle

Secretary C & T R R

Received for Record July 23d 1879 at 10 30 o'clock A M.

S. H

Trust Deed

of the Pine River Valley and Stevens Point Railroad Company to the New York, New England and Western Investment Company, Trustee.

This Indenture made and entered into this First day of January in the year of our Lord One thousand Eight hundred and Seventy nine by and between the Pine River Valley and Stevens Point Railroad Company, a corporation duly authorized and existing under and by virtue of the laws of the State of Wisconsin and domiciled in said State, of the first part. And the New York, New England and Western Investment Company of the City of Chicago in the State of Illinois, Trustee for the holders and owners of certain bonds of the said Company hereinafter provided for, of the second part

Witnesseth Whereas the said party of the first part owns and possesses the power under the laws of the said State of Wisconsin to construct, locate equip and operate a railroad from Lone Rock in Richland County, Northerly through the Pine River Valley to Stevens Point in the County of Portage, passing through or into the Counties of Iowa, Grant, Richland, Vernon, Sauk, Monroe, Juneau, Adams, Wood, Portage, all in the said State of Wisconsin.

And Whereas, the said party of the first part has commenced the construction of said Railroad between said points and has completed and in operation sixteen miles thereof.

And Whereas said party of the first part by its Board of Directors at a lawful meeting thereof held at the office of said company on the twenty-sixth day of May in the year of our Lord one thousand eight hundred and seventy nine did resolve, that for the purpose of obtaining funds to pay certain obligations incurred in the construction of the said Railroad so far as completed and of completing the line of said Railroad and for the purpose of purchasing or procuring additional iron to be used thereon and of motive power, rolling stock, machinery and buildings for said Railroad and for the payments for such real estate as has been or may hereafter be purchased by the said party of the first part the said party of the first part should make, execute and deliver its five hundred bonds for the sum of five hundred dollars each as follows: Forty eight thousand dollars immediately and balance as the interest of the Company may require, all of said bonds bearing date the first day of January Eighteen hundred and Seventy-nine, which bonds should have priority of lien upon all the real estate, corporate property, railroad and franchises of every kind or nature now owned or to be hereafter acquired and owned by the said party of the first part the payment thereof together with the interest accruing thereon to be secured by first mortgage upon the said real estate, corporate property, railroad and franchises and that the said Bonds should be payable on the first day of January in the year one thousand eight hundred and ninety-nine in United States Gold Coin at the agency of the said party of the second part in the City of New York, with interest thereon at the rate of seven per cent per annum in gold as aforesaid on the first days of January and July of each year as follows: each half year Seventeen Dollars and fifty cents United States Gold Coin at the New York agency, until the said principal should be fully paid in accordance with coupons to be annexed to each of said Bonds: and that the said Bonds should be numbered consecutively from one to five hundred both inclusive and

that they should stand equally and ratably secured as hereinbefore mentioned, and that each and every one of the said Bonds should be subscribed by the President and countersigned by the Secretary of the said party of the first part and sealed with the corporate seal of the of the said party of the first part, and that the signatures of the Secretary of the said party of the first part should be engraved or lithographed upon each and every one of said coupons and that the following should be and thereby was adopted as the form of said Bonds and coupons, to-wit:

United States of America.

First Mortgage Seven per cent Bond. Principal and Interest payable in Gold free of U S Government Tax.

No $500.00

The Pine River Valley and Stevens Point Railroad Company promises to pay the bearer on the first day of January in the year one thousand eight hundred and ninety-nine the sum of Five Hundred Dollars in Gold Coin of the United States at the agency of the Company in the City of New York with interest thereon at the rate of seven per cent per annum in gold as aforesaid free of United States Government Tax payable on the first days of January and July of each year on the presentation of the annexed coupons as they respectively become due as follows: each half year Seventeen dollars and fifty cents United States Gold Coin at the New York agency.

This Bond is one of a series of five hundred bonds numbered from one to five hundred both inclusive each for five hundred dollars United States Gold Coin which bonds are all of even date herewith, amounting in the aggregate to two hundred and fifty thousand dollars secured by a Mortgage to the New York New England and Western Investment Company as Trustee, bearing date January first one thousand eight hundred and seventy-nine and conveying to said Trustee all the real estate corporate property, railroad and franchises of said Railroad Company, none of said Bonds secured by said Mortgage to be complete and valid until authenticated by the signature of the said Trustee endorsed thereon.

It is hereby agreed by the said Railroad Company with each and every holder of said Bonds that in case of non-payment at maturity of any interest coupon thereto attached, if such default shall continue for sixty days after maturity and demand of payment, then and in that case the principal shall become due and the said Company hereby expressly waives the benefit of any extension, stay or appraisement law which has been or may hereafter be enacted. This Bond shall pass by delivery or by transfer on the books of the Company, after a registration of ownership certified thereon by the Transfer Agent. No transfer except on the books of the Company shall be valid unless the last transfer be to bearer, which shall restore transferability by delivery; and it shall continue subject to successive registrations and transfers to bearer as aforesaid at the option of the holder. In Witness Whereof the said Pine River Valley and Stevens Point Railroad Company has caused its Corporate Seal to be hereto affixed and these presents to be signed by its President and countersigned by its Secretary on the first day of January Anno Domini one thousand eight hundred and seventy-nine.

Secretary. President.

Coupons

On the first day of A D 18 The Pine River Valley and Stevens Point Railroad Company will pay the bearer at its agency in the City of New York Seventeen Dollars and fifty cents Gold Coin being six months interest due that day on Bond No

Wm H Pier Secretary.

And it was also resolved as aforesaid That to secure the said Bonds the President and Secretary of the said party of the first part should execute and duly deliver to the New York New England and Western Investment Company as Trustee a Mortgage of all the aforesaid property and franchises in the form at the said meeting hereinbefore mentioned produced and which the Secretary of the said party of the first part was directed to enter at length upon the records.

Now Therefore this Indenture Witnesseth: That the said Pine River Valley and Stevens Point Railroad Company in order to secure the payment of the said Bonds and interest and in consideration of the sum of one dollar to said first party at the sealing and delivery hereof in hand paid by said party of the second part the receipt whereof is hereby acknowledged have granted, bargained, sold, transferred and conveyed and by these presents doth grant bargain, sell transfer and convey to the said party of the second part and its successors in the trust hereby created the line of Railroad of the party of the first part constructed and to be constructed, known as the Pine River Valley and Stevens Point Railroad, commencing at Long Rock on the Milwaukee and St Paul Railroad in Richland County State of Wisconsin and running thence Northerly through the Pine River Valley to Stevens Point in the County of Portage, passing through or into the Counties of Iowa, Grant, Richland, Vernon, Sauk, Monroe, Juneau, Adams, Wood, Portage all in the said State of Wisconsin and all the lands depot grounds, ways, rights of ways Station houses, Machine and other Shops and all the houses and buildings, structures, roadbed track sidings cars locomotives, rolling stock and all machinery tools implements fuel materials and property both real and personal of the said party of the first part with all the rights, credits and franchises of the said party of the first part connected with or appertaining to said Railroad intending hereby to include all the property now belonging to or that may hereafter be acquired by the said party of the first part as connected with the and appertaining to said line of Railroad now constructed and to be constructed equipped and operated and all the rights privileges and the appurtenances thereto belonging. To have and to hold the same and every part thereof to the said party of the second part and its successors in trust however for the purposes herein expressed and none other. And the said Pine River Valley and Stevens Point Railroad Company party of the first part does hereby covenant with the New York, New England and Western Investment Company, Trustee as aforesaid party of the second part its successors and assigns that it will warrant and defend the above described premises to the said New York New England and Western Investment Company Trustee as aforesaid party of the second part its successors and assigns, that it will warrant and defend the above described premises to the said New York, New England and Western Investment

company Trustee, its successors and assigns against the lawful claims and demands of all persons whatsoever. And it is further covenanted on the part of the said party of the first part its successors and assigns that the proceeds of said bonds shall be applied in good faith to the payment of certain obligations incurred in the construction and equipment of said Railroad so far as constructed and to the completion of the line of said railroad and to the payment of such real estate as may be deemed for the best interests of said corporation to purchase. And the party of the first part further covenants with the party of the second part and its successors in the trust to make execute and deliver all and singular such further assurances and instruments as shall from time to time be necessary and as the said Trustee or its successors in said trust or its counsel shall reasonably advise or require for the better assuring or securing to said Trustee and its successors the said Railroad property and appurtenances and effects hereby mortgaged or intended to be mortgaged and that at all times until said bonds shall be all fully paid with the interest due and to grow due thereon the party of the first part its successors and assigns will permit the party of the second part its successors or its agents clerks or substitutes freely to inspect all the books of account memorandas or other papers books or reports of said party of the first part its successors or assigns.

Provided however that the Bonds to be issued in respect to the portion of the said Railroad already completed and for which the company's Bonds have already been issued, shall not be issued and the Trustee shall not be required to certify the same except upon the cancellation and surrender of the original Bonds: and provided further that said Bonds may be issued previously to such completion to ~~such completion~~ of main and side tracks, for payments for Iron or other materials and rolling stock for the construction and equipment of the road as far as may be necessary, and provided further that said bonds may be sold for money, the proceeds to be received by the Trustee and paid by said Trustee, on the order of the company for Iron or other materials and rolling stock for the construction and equipment of ~~such~~ the road such Bonds may be certified by the Trustee and issued and such proceeds be paid upon the certificate of the President of the Board of Directors of the said company, the party of the first part. The condition of this deed is such that Whereas the said Pine River Valley and Stevens Point Railroad Company has executed its Bonds for the sum of Two hundred and Fifty thousand dollars said Bonds being for Five hundred dollars each bearing even date herewith - numbered from one to Five hundred inclusive and made payable to the bearer Twenty years from the date hereof with interest at the rate of seven per cent per annum said interest being represented by coupons attached to said Bonds payable semi-annually on the first days of January and July in each year until said principal shall be paid ~~within~~ at or after maturity.

Now Therefore, these presents are upon the express condition: that if the parties of the first part shall well and truly pay or cause to be paid to the holders of the said Bonds and coupons intended to be secured hereby and every of them the principal sums of money therein mentioned according to the true intent and meaning thereof, with interest thereon at the times and in the manner therein provided according to the true intent and meaning of these presents, that then and from thenceforth this indenture and the estate hereby granted shall cease, determine and be utterly void.

And in case of default of such payment and not otherwise the said Trustee party of the second part shall and may on the written request of the holders of not less than two fifths of said bonds enter into and upon and take possession of the herein granted property and rights of property and shall out of the earnings, tolls, profits and emoluments of the same First, operate, maintain and pay the expences of operating and maintaining said Railroad and of keeping the same together with all the rails, carhouses depots station houses and other buildings, rolling stock and equipments of the Road in good order and repair for the performance of the duties and obligations of said Company under the charter, and the balance thereof after paying the expences of this trust and retaining a proper compensation to themselves for their services as Trustee shall

Secondly Apply to the payments of interest coupons on the said Bonds as the said coupons shall become due and then to the payment of the said Bonds then remaining unpaid whether the same be due or not due and if insufficient to pay the whole of such Bonds remaining unpaid, apportion and pay the same from time to time as often as they shall think fit, and not oftener than once in three months in equal proportions among the holders of such Bonds according to their legal rights. And the remainder if any after the full payments of said Bonds and coupons shall be paid over to said company after which said trust shall cease and determine.

And it is further agreed by the parties hereto that after the said Trustee shall have taken possession of said property as hereinbefore provided, in case the principal or interest of any of said Bonds or coupons shall remain due and unpaid for the space of four months and in case also the said Trustee shall be requested in writing thereto by the holders of two fifths in amounts of said Bonds and coupons hereby secured, the said Trustee is authorized and required to sell said Railroad its appurtenances at Public Auction first giving three months notice thereof in one or more news papers published in the City of Chicago or Milwaukee and also in one or more news papers in the City of New York to execute and deliver proper deeds conveying the same to the purchaser or purchasers thereof, being the highest bidder or bidders therefor, and to apply the net proceeds of such sale to the payment of all said Bonds and coupons in the order of their respective maturities. and hereby secured remaining unpaid, whether due or not due, if said proceeds are sufficient therefor and if not sufficient shall divide the same ratably among the several holders of said Bonds and Coupons according to the amount due thereon to each in the order of their respective maturities. and in case said property shall sell for more than the sum then due on said Bonds and coupons said Trustee shall after retaining therefrom a suitable compensation for its services as Trustee and for its counsel fees pay such surplus over to said Company. And the said Trustee party of the second part doth hereby covenant and agree to and with the said Pine River Valley and Stevens Point Railroad Company party of the first part that it will well and truly execute and perform the trusts aforesaid.

In Witness Whereof the party of the first part has hereunto set its corporate seal and caused these presents to be signed by its President and Secretary and the party of the second part has hereunto set its corporate seal and caused these presents to be signed by its proper officers for the purpose of evidencing its acceptance of the trust hereby created

on the day and year first above written

In presence of
J. H. Yeaman
H. J. Clark

The Pine River Valley and Stevens Point Railroad Company
Corporate Seal.
By J W Lybrand President
Attest Wm H Pier Secretary

The New York, New England and Western Investment Company
Corporate Seal.
By J. C. Short President
Attest Wm P Watson Secretary

State of Wisconsin }
County of Richland } ss I. H. J Clark, clerk of the Circuit Court in and for said County and the State aforesaid do hereby certify that J W Lybrand and Wm H. Pier the former as president and the latter as Secretary of the Pine River Valley and Stevens Point Railroad Company, who are personally known to me as the same persons whose names are subscribed to the foregoing instrument of writing appeared before me this day in person and acknowledged that they signed, affixed the seal of said Railroad Company thereto and delivered the said instrument of writing as their free and voluntary act for the uses and purposes herein set forth.

Official Seal. Given under my hand and the Seal of said Court at Richland Center this ninth day of June A D 1879.

H. J. Clark clerk.

Received for Record July 26th 1879 at 4 o'clock P M.
"Satisfied" See Vol 3. pags 569 & 570 " K & H

V

Chicago and Tomah Railroad Company.

Resolution extending line of Road.

Woodman June 2d 1879.

At a meeting of the Board of Directors of the Chicago and Tomah Railroad Company held at Woodman April 16th A D 1879 the following Resolution was offered, seconded and after full discussion was adopted unanimously, having received the entire vote of all the Directors present at the meeting:

Resolved by the Board of Directors that the Chicago and Tomah Railroad Company will extend its Road from Tomah in Monroe County Southward through Vernon Co, Crawford Co, Grant Co, Iowa Co, La Fayette Co to the South line of the State of Wisconsin in La Fayette Co, with branches to Lancaster in Grant Co and to Shullsburgh in La Fayette Co. Also from Wingville in Grant Co through Iowa Co, Dane Co, Green Co to the South line of the State of Wisconsin in Rock Co with branch to Madison in Dane Co. Confirming all and everything that has already been done in constructing the road in Vernon Co, Crawford Co, Grant Co and Iowa Co in the State of Wisconsin. The whole number of miles of Road to complete the line of Road as above specified as nearly as can be ascertained at present is 280 miles.

I certify that the above is a true copy of the Resolution adopted by the Board of Directors of the Chicago and Tomah Railroad Company at a meeting held at Woodman on the 16 day of April A D 1879, and that the same has been recorded in the Company's Book of Records, kept for that purpose.

D R W Williams
President
W F Tuttle
Secretary C & T R R.

Corporate Seal.

Filed and Recorded July 23d 1879.

unto subscribed his name, place of residence and the number of shares which he has agreed and does hereby agree to take in said corporation this First day of August, A. D. Eighteen hundred and seventy-nine.

Chas. L. Colby	Milwaukee	Two Shares
F. N. Finney	Milwaukee Wis	Two Shares
Joseph L. Colby	Milwaukee Wis	Two Shares.
Matthew Wadleigh	Stevens Point Wis	Two Shares.
Edwin H. Abbot,	Cambridge. Mass.	Two Shares.

State of Wisconsin, Milwaukee County. } ss.

Charles L. Colby, Frederick W. Finney and Joseph L. Colby three of the Directors above named, on oath declare that the signatures to the foregoing articles of association are genuine and that it is intended in good faith to construct, maintain and operate the railroad therein named.

Subscribed and sworn to before me this sixth day of August A. D. 1879. } N. Kent Kennan

Notary Public, Milwaukee County Wisconsin

(Notarial Seal.)

Filed and recorded August 7th 1879.

Chicago & North Western Railway Company.

Resolution of Board of Directors.

Resolved:

"That the route of branches of this Company's road be located from a point about one mile north of Appleton Station across Grand Chute Island in the Fox River to a point about twenty four hundred feet in a southwesterly direction from Lake Street on said Island upon the lines designated upon maps prepared by the Chief Engineer of this Company, and having the signature of the Ass't Secretary of the Company, and seal of the Company thereto affixed."

It is hereby Certified, That the above is a full and true copy from the Records of the Chicago, and North Western Railway Company, of a Resolution adopted by its Board of Directors, at a Meeting held in Chicago, on the 5th day of June 1879.

Witness our hands and the Seal of the said Company this 9th day of August 1879.

Albert Keep
President

(Seal)

J. B. Redfield. Ass't Secretary.

Filed and recorded August 11th 1879.

Chicago & Tomah Railroad Company.

Resolution extending Line of Road.

Woodman June 2nd 1879.

See page 223.

At a Meeting of the Board of Directors of the Chicago & Tomah Railroad Company held at Woodman April 16th A. D. 1879, the following Resolution was offered, seconded and after full discussion was adopted unanimously having received the entire vote of all the Directors present at the meeting

Resolved by the Board of Directors that the Chicago and Tomah Railroad Company will extend its Road from Tomah in Monroe Co southward trough Vernon Co Crawford Co Grant Co Iowa Co & Lafayette Co to the south line of the State

Galena and Wisconsin Railroad Co.
Articles of Consolidation.

Articles for the Consolidation of the Galena and Wisconsin Railroad Company, of Wisconsin, with the Galena and Wisconsin Railroad Company of Illinois:

Whereas the Galena and Wisconsin Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, and the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, desire to avail themselves of the power and privilges conferred upon said Companies respectively, by the laws of their respective States, to intersect, join and unite their respective railroads, and to merge and consolidate the Stock of their respective Companies, making one joint stock company of the said two Companies; therefore it is hereby mutually agreed by and between the said two Companies, by and trough their respective Boards of Directors, and by and with the consent, approval and authority of their respective Stockholders, as follows:

First. - Said two Corporations shall intersect, join and unite their respective Railroads at the line dividing their respective States within the limits of the County of Jo Daviess, Illinois, at the point where said railroads now meet on said State line.

Second - The said Companies shall, and they hereby do merge and consolidate the stock of their respective Companies, making one joint Stock Company of the said two Companies, upon the terms hereby mutually agreed upon by the said two Companies.

Third. The name of the new corporation created by this merge and Consolidation of the said two Companies shall be, and is The Galena and Wisconsin Railroad Company.

Fourth. - The Stockholders in each of the said two Companies shall become and are Stockholders in the said new Corporation hereby created, to the same amounts, with the same rights, and subject to the same duties and liabilities as now exist with such stockholders in either of the said two Companies.

Fifth - All certificates of Stock shall be issued by and in the name of the new Corporation hereby created, and shall cover the entire length of the two lines of railroad hereby joined and united into one line, to wit: that portion belonging to the Illinois organization, commencing at a point in the City of Galena, in the State of Illinois, and running thence Northwardly trough said Jo Daviess County to the State line between the States of Illinois and Wisconsin; and that portion belonging to said Wisconsin organization commencing at a point on the State line aforesaid, where said Illinois portion of said railroad strikes said State line, running thence Northwardly in the State of Wisconsin, to a point called McCormicks, to which

point said road is completed, with a branch from Philips Corner, a point on said main line to the Village of Platteville, in the County of Grant, and State of Wisconsin.

Sixth - The capital stock of said new Corporation hereby created, shall be three hundred thousand dollars, which shall be divided into three thousand shares of one hundred dollars each.

Seventh - The said new Corporation, shall be governed, managed and controlled by one board of five directors, who shall possess all the powers, rights and privileges conferred by law upon boards of directors of the said two Companies respectively; and one set of by-laws, to be adopted by the stockholders of the consolidated Company, with the principal office and place of business in the City of Galena, Illinois.

Eight - The corporate seal of the new Corporation hereby created, shall be the same seal heretofore adopted and now in use as the corporate seal of the said Galena and Wisconsin Railroad Company of Illinois.

Ninth - The present board of directors of the Galena and Wisconsin Railroad Company of Illinois, to wit: Frederic Stahl, John A. Burrchter, John H. Hellman, William Dickson and Henry D. Howard, shall constitute the first board of of Directors of said consolidated Company until the first Tuesday after the first Monday in the month of December, 1879, which shall thereafter be the time of the annual election of Directors by the stockholders of the consolidated Company.

Tenth - The present officers of the Galena and Wisconsin Railroad Company of Illinois, shall constitute the officers of said consolidated Company until their successors are elected and qualified; and as such officers shall perform all the duties required of them by law, and by these articles of consolidation.

Eleventh - The new Corporation hereby created shall be, and is hereby authorized and empowered to execute and issue the bonds of said new Corporation hereby created, to an amount not exceeding two thousand dollars per mile for each mile of its united line of completed railroad, bearing interest at a rate not exceeding Seven per cent per annum, with coupons or interest warrants attached for the semi-annual interest. The bonds payable twenty years after date in lawful money of the United States, in the city of Chicago; and to secure the payment of said bonds and interest by a mortgage on the entire property and franchises of each of the said two Companies, and of the new corporation created by the said Merger and Consolidation of the said two Companies.

Twelfth - All orders and resolutions heretofore made by the boards of directors of said Companies respectively, and all Contracts made and entered into by the said boards of directors, and all ~~laws~~ acts legally performed, by either of said Companies, in their respective capacity, are hereby accepted and ratified, and are to be carried out in good faith by the consolidated Company. The consolidated company shall, and hereby does assume all debts and liabillities of

every description of the respective corporations, and shall succeed to all the rights, privileges, franchises and property of the respective Corporations as fully and effectually for the purposes of the Consolidation as if the same had been conveyed to it by said Corporations respectively.

In witness whereof the said Galena and Wisconsin Railroad Company of Illinois, and the said Galena and Wisconsin Railroad Company of Wisconsin, have caused their respective seals to be hereto affixed, and the signatures of the presidents and Secretaries of said Corporations respectively, to be attached to this, and another of like tenor and date this 5th day of August, A.D. 1879.

Seal

The Galena & Wisconsin Railroad Company of Illinois. by
Frederick Stahl
President

F. J. Gray
Secy.

Seal

The Galena and Wisconsin Railroad Company of Wisconsin
by D. S. Harris
President

Attest
John Lorraine
Secty

State of Illinois, }
Jo Daviess County, } ss.

Be it remembered, that on this 5th day of August A.D. 1879, before me, C. S. Merrick, a Notary public in and for the said State and County, personally appeared Frederic Stahl, the president of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, to me personally known to be such, who being by me duly sworn, did depose and say that he was the president of said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal, and was so affixed by order of the board of directors of said Company, and that he signed his name thereto by like order, as the president of said Company; and he further acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said Galena and Wisconsin Railroad Company.

And on the said 5th day of August, A.D. 1879, before me also personally appeared Daniel S. Harris president of the Galena and Wisconsin Railroad Company organized and existing under the laws of the State of Wisconsin, to me personally known to be such, who being by me duly sworn, did depose and say that he was the president of said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the board

of directors of said Company, and that he signed his name thereto by the like order as the president of said Company. He further acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said Galena and Wisconsin Railroad Company.

Notarial Seal

Witness my hand and official seal at Galena Illinois this 5th day of August A.D. 1879.

Frederick Stahl
D. S. Harris

C. S. Merrick
Notary Public

We, the undersigned, owners of all the capital stock subscribed, of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, do hereby declare that the within and foregoing Consolidation agreement with the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Wisconsin, was made upon our express consent and direction, and we do in all things ratify, approve and confirm the same, and agree to do all such further acts, if any such are necessary, under the law, to fully perfect such consolidation.

In witness whereof we have hereunto set our names this 5th day of August A.D. 1879.

Frederick Stahl
D. S. Harris
John Lorraine
William Dickson
J. H. Hellman
Augustus Estey
D. Hunkins
J. J. Bannister
Th. P. Brunner
Frank Kempter
Stewart Crawford
Jos. H. Spratt Co
H. D. Howard
T. Flonney
J. Flonney
O. S. Horton
Phila A. Barrows Estate
D. A. Taylor
James M. Ryan
Estate of F. H. Rakow dec. by J. M. Ryan Exect
R. Barnett
C. R. Perkins
Mrs Geo W. Fuller
by C. R. Perkins

every description of the respective corporations, and shall succeed to all the rights, privileges, franchises and property of the respective Corporations as fully and effectually for the purposes of the Consolidation as if the same had been conveyed to it by said Corporations respectively.

In witness whereof the said Galena and Wisconsin Railroad Company of Illinois, and the said Galena and Wisconsin Railroad Company of Wisconsin, have caused their respective seals to be hereto affixed, and the signatures of the presidents and Secretaries of said Corporations respectively, to be attached to this, and another of like tenor and date this 5th day of August A.D. 1879.

Seal

The Galena & Wisconsin Railroad Company of Illinois. by
Frederick Stahl
President

J. J. Gray
Secy.

Seal

The Galena and Wisconsin Railroad Company of Wisconsin
by D. S. Harris
President

Attest
John Lorraine
Secty

State of Illinois, }
Jo Daviess County, } ss.

Be it remembered, that on this 5th day of August A.D. 1879, before me, C. S. Merrick, a Notary public in and for the said State and County, personally appeared Frederic Stahl, the president of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, to me personally known to be such, who being by me duly sworn, did depose and say that he was the president of said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal, and was so affixed by order of the board of directors of said Company, and that he signed his name thereto by like order, as the president of said Company; and he further acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said Galena and Wisconsin Railroad Company.

And on the said 5th day of August, A.D. 1879, before me also personally appeared Daniel S. Harris president of the Galena and Wiscons Railroad Company organized and existing under the laws of the State of Wisconsin, to me personally known to be such, who being by me duly sworn, did depose and say that he was the president of said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the board

of directors of said Company, and that he signed his name thereto by the like order as the president of said Company. He further acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said Galena and Wisconsin Railroad Company.

Notarial Seal

Witness my hand and official seal at Galena Illinois this 5th day of August A.D. 1879.

Frederick Stahl
D. S. Harris

C. S. Merrick
Notary Public

We, the undersigned, owners of all the capital stock subscribed, of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, do hereby declare that the within and foregoing Consolidation agreement with the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Wisconsin, was made upon our express consent and direction, and we do in all things ratify, approve and confirm the same, and agree to do all such further acts, if any such are necessary, under the law, to fully perfect such consolidation.

In witness whereof we have hereunto set our names this 5th day of August A.D. 1879.

Frederick Stahl
D. S. Harris
John Lorraine
William Dickson
J. H. Hellman
Augustus Estey
D. Hunkins
J. J. Bannister
Th. P. Brunner
Frank Kempster
Stewart Crawford
Jos. H. Spratt Co
H. D. Howard
T. Hanney
J. Hanney
O. S. Horton
Phila A. Barrows Estate
D. A. Taylor
James M. Ryan
Estate of F. H. Rakow des. by J. M. Ryan Exect
R. Barnett
C. R. Perkins
Mrs Geo W. Fuller
by C. R. Perkins

Newhall & Cumstock
C. W. & W. P. Bennett
Mrs J. R. Gray per J.
Mahony & Rockford
Thomas M. Roberts
John Nagle
Schurer Armbruster & Co
J. Breudel & Son
R. H. McClellan
W. F. Crummer
S. O Stillman
T. B. Leckley
W. Finestick
Willem Hony
P. B. Merrick
John Fiddick
B. F. Felt
Estate L. S Felt
by B. F. Felt
Mrs Charles Matthews
J. C. Calderwood
R. S Norris
Wm Bell & Co.

State of Illinois, }
Jo Daviess County, } ss.

John J. Gray being by me first duly sworn according to law, did depose and say, that he was the Secretary of the Galena and Wisconsin Railroad Company, a Corporation organized and existing under the laws of the State of Illinois. That as such Secretary he has the care and custody of the books and papers of said Company. That the persons, all of whom are personally known to him, whose names are subscribed to the foregoing consent and ratification by them of the annexed articles of Consolidation of said Company with the Galena and Wisconsin Railroad Company, a Corporation organized and existing under the laws of the State of Wisconsin, are the owners of all the Capital stock which has been subscribed of said first named Corporation.

Notarial Seal.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the city of Galena, Illinois this 15th day of August, A. D. 1879.

C. S. Merrick
Notary Public

We, the undersigned, owners of all the Capital stock subscribed of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Wisconsin, do hereby declare that the within and foregoing Consolidation Agreement with the Galena and Wisconsin Railroad Company organized and existing under the laws of the State of Illinois, was made upon our express consent and direction, and we do in all things ratify, approve and confirm the same, and agree to do all such further acts, if any such are necessary under the law, to fully perfect such Consolidation. In witness whereof we have hereunto set our names this 5th day of August, A. D. 1879.

Frederick Stahl
D. S. Harris.
John Lorrain
William Dickson
J. H. Hellman
Augustus Estey
D. Hunkins
J. A. Burrichter
Ph. P. Brunner
Frank Kempter
Stewart Crawford
Jos M. Spratt & Co
H. D. Howard
T. Horney
J. Horney
O. S. Horton
Phila A Barrows Estate
D. A. Taylor
James M. Ryan
Estate of F. H. Rakow by J. M. Ryan Exect.
R. Barnett
C. R. Perkins
Mrs Geo W. Fuller
by C. R. Perkins
Newhall & Cumstock
C. W. & W. P. Bennett
Mrs J. R. Gray by J.
Mahony & Rockford
Thomas M Roberts
John Nagle
Shurer Armbruster & Co
J. Breudel & Son
R. H. McClellan

W. F. Crummer
S. O. Stillman
T. B. Leckley
W. Finestick
William Hony
J. B. Merrick
John Fiddick
B. F. Felt
Estate L. S. Felt
by B. F. Felt
Mrs Charlse Matthews
J. C. Calderwood
R. S. Norris
Wm Bell & Co

State of Illinois, } ss
Jo Daviess County, }

John Lorrain, being by me first duly sworn, according to law, did depose and say, that he was the Secretary of "the Galena and Wisconsin Railroad Company", a Corporation organized and existing under the laws of the State of Wisconsin. That as such Secretary he has the care and custody of the books and papers of said Company. That the persons, all of whom are personally known to him, whose names are subscribed to the foregoing Consent and Ratification by them of the annexed Articles of Consolidation of said Company with the Galena and Wisconsin Railroad Company, a Corporation organized and existing under the laws of the State of Illinois, are the owners of all the Capital Stock which has been subscribed of said first named Corporation.

(Notarial Seal)

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the City of Galena, Illinois, this 15th day of August, A. D. 1879.

C. S. Merrick
Notary Public

List of the Stockholders of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, with the number of Shares of Stock held by each, set opposite their names respectively:

Names of Stockholders.	No. of Shares.
H. D. Howard,	4 Shares.
C. R. Perkins,	2 "
Mrs. George W. Fuller,	4 "
James M. Sprutt,	1 "
Newhall & Comstock,	1 "
C. W. and W. P. Bennett,	1 "

Names of Stockholders.	No. of Shares.
B. Felt,	15 "
L. S. Felt's Estate	20 "
Wm Bell & Co.	10 "
J. H. Hellman,	21 "
Augustus Esty,	40 "
L. S. Harris,	95 "
John Lorrain,	25 "
O. S. Horton,	1 "
T. M. Roberts,	5 "
J. A. Burnichter,	21 "
William Dixon,	12 "
J. B. Merrick	2 "
Frank Kempter	7 "
J. Brendel & Son,	2 "
John Nagle,	3 "
Wm Fiddick,	10 "
J. Fiddick,	3 "
James M. Ryan,	58 "
F. A. Rockow's Estate	6 "
R. H. McClellan	8 "
Stewart Crawford,	2 "
Scheerer, Armbruster & Co.	2 "
Thomas Harney	4 "
John Harney	2 "
D. A. Taylor	3 "
T. B. Leckley	4 "
J. C. Calderwood,	2 "
Ph. P. Brunner,	2 "
S. O. Stillman,	9 "
Ralph S. Norris,	3 "
William Hony,	2 "
D. Hunkins	63 "
Phila A. Barrow's Estate	2 "
George Sander,	2 "
W. F. Crummer	2 "
Richard Barrett	2 "
Mahony & Rockford	22 "
Mrs J. R. Gray	17 "
Mrs Charles Mathews	4 "

I, Frederick Stahl, president, and I, John J. Gray,

Secretary of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Illinois, do hereby certify that on this 5th day of August A. D., 1879, They are respectively the President and Secretary of said Corporation. That as such President and Secretary, They have the care and Custody of all the books and papers of the Corporation, including the Stock Subscription book. That the above and foregoing List of Stockholders of said Corporation, with the number of Shares of Stock owned by each set opposite their names respectively, is a true and correct copy from the Stock book; and that the persons named are the owners of all the Capital Stock of said Corporation subscribed at this time. In testimony whereof we have hereunto subscribed our names, and affixed the corporate seal, this 5th day of August, A. D. 1879.

(Corporate Seal.)

J. J. Grey Secretary. Fred Stahl President.

List of Stockholders of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Wisconsin, with the number of shares of Stock held by each, set opposite their names respectively:

Names of Stockholders	No of Shares.
H. D. Howard,	8 Shares
C. R. Perkins,	4 "
Mrs. George H. Fuller,	8 "
James M. Sprutt,	4 "
Newhall & Comstock	4 "
C. H. & H. P. Bennett,	4 "
B. F. Felt	35 "
H. S. Felt's Estate	44 "
Wm Bell & Co.	20 "
S. H. Hellman	50 "
Augustus Esty,	91 "
D. Hunkins,	148 "
D. S. Harris,	224 "
John Lorrain,	60 "
O. S. Horton,	4 "
T. M. Roberts,	12 "
J. A. Burnishter	50 "
William Dickson,	29 "
S. B. Merrick,	4 "
Frank Kempster,	17 "
S. Brendel & Son	3 "
John Nagle,	8 "
W. Fiddick,	27 "

Names of Stockholders	No of Shares.
P. Fiddick	7 Shares
James M. Ryan	134 "
E. A. Brockway's Estate	13 "
R. H. McClellan	18 "
Stewart Cranford	4 "
Scheener, Armbruster, & Co.	4 "
Thomas Hanary	8 "
John Heaney	4 "
D. A. Taylor,	7 "
S. B. Beckley	8 "
J. C. Calderwood	4 "
P. P. Brunner,	3 "
S. O. Stillman	21 "
H. F. Crummer	4 "
Ralph S. Norris	8 "
Richard Burnett	4 "
William Heavy,	4 "
Mahoney & Rockford	52 "
Phila A. Darrows Estate	3 "
Mrs J. R Gray	38 "
George Sander	4 "
Mrs Charles Mathews	8 "

I, Daniel S. Harris, President, and I, John Lorrain, Secretary, of the Galena and Wisconsin Railroad Company, organized and existing under the laws of the State of Wisconsin do hereby certify that on this 5th day of August, A. D. 1879, they are respectively the President and Secretary of said Corporation. That as such President and Secretary, they have the care and custody of all the books and papers of the Corporation, including the Stock-Subscription book. That the above and foregoing List of Stockholders of said Corporation, with the number of Shares of Stock owned by each set opposite their names respectively, is a true and correct Copy from the Stock book; and that the persons named are the owners of all the Capital Stock of said Corporation subscribed at this time. In testimony whereof we have hereunto subscribed our names, and affixed the corporate seal of the Company, this 5th day of August, A. D. 1879.

(Seal)

John Lorrain Secretary. D. S. Harris President.

At a meeting of the Board of Directors of the Galena and Wisconsin Railroad Company of Illinois held at their office in the city of Galena, Illinois, on the 31st day of July A.D. 1879 and at which meeting all the directors were present, the following preamble and resolutions passed unanimously, and entered of record viz

Whereas articles for the union, and consolidation of the Galena and Wisconsin Railroad of Illinois with the Galena and Wisconsin Railroad of Wisconsin have been prepared and are now presented to us for ratification

And whereas the said articles haae been carefully examined by the board from which examination they are satisfied that the same are in due form of the law, and that a consolidation with said company upon the terms set forth in said articles, would be conducive to the interests of both companies, therefore

Resolved. That it is the sense of this board that said consolidation should be effected as soon as possible

Resolved further, That for the purpose of effecting the union and consolidation of the two companies at the earliest possible moment, the president and Secretary are directed to sign said articles on behalf of the company, and affix the seal of the corporation thereto

I John J. Gnay secretary of the Galena and Wisconsin Railroad company, onganized and existing under the laws of the State of Illinois, do hereby certify that the foregoing proceedings are of record in my office, and that the same is a true and correct copy from such record -

Seal

In witness whereof I have hereunto set my hand, and attached the seal of said company this 5th day of August A.D. 1879

J. J. Gnay - Secretary

The Directors of the Galena and Wisconsin Railroad Company of Wisconsin Met at the Gas Cos Office this 31st day of July A.D. 1879. All the Members present Except T. M. Roberts -

On motion. Resolved that we accept the Seal, of the Galena & Wisconsin railroad of Illinois - Carried unanimously

After considerable discussion on general Matters appertaining to the operation of the Company &c

The President informed the Meeting that it was deemed advisable and for the interest of this Company - that we

consolidate with the Galena and Wisconsin Railroad Company of Illinois - And that he tought it would be, and is the wish of the Stockholders of both Companies to do so -

Whereon the following preamble and resolutions was read To wit -

That whereas Articles for the Union and Consolidation of the Galena and Wisconsin Railroad of Wisconsin with the Galena & Wisconsin Railroad of Illinois have been prepared and now presented to us for ratification

And whereas the said Articles have been carefully Examined by the board, from which Examination they are satisfied that the same are in due form of law, and that a Consolidation with said Company upon the terms set forth in said Articles would be conducive to the interest of both Companies

Therefore Resolved - That it is the sense of this board that said Consolidation should be effected as soon as possible

Resolved further That for the purpose of effecting the Union and Consolidation of the two Companies at the earliest possible Moment The president and Secretary are directed to sign said articles on behalf of the Company and affix the seal of the Corporation thereto

Carried by the Unanimous vote of all the directors present

I John Lorrain Secretary of the Galena and Wisconsin Railroad Company organized and existing under the laws of the State of Wisconsin - do hereby Certify that the foregoing proceedings are of record in my Office, And that the same is a true and correct copy from such record

Seal

In witness whereof I have hereunto set my hand and attached the seal of said Company this 5th day of August A. D. 1879

John Lorrain
Secretary

Recorded and filed August 16th 1879. T. S.

St Paul Eastern Grand Trunk Railway Company.

Articles of Organization.

Know all men by these presents that the undersigned whose names are hereto subscribed have and by these presents do form a corporation according to the provisions of the Statutes of the State of Wisconsin in such cases made and provided for the purpose of constructing, maintaining and operating a Standard gauge Railroad for public use in the conveyance of persons and property and for that purpose have made, signed and sealed the following

Articles of Organization.

Article 1st The name of the corporation shall be the "St Paul Eastern Grand Trunk Railway Company."

Article 2nd The places from and to which such Railroad is to be constructed, maintained and operated are as follows: from some point on Lake St Croix or the Mississippi River in the State of Wisconsin to a point on Green Bay or Lake Michigan between the Southern line of Township nineteen and the Northern line of Township thirty-one North in said State of Wisconsin.

Article 3. The length of said Railroad to be about two hundred and fifty miles.

Article 4. The names of each county in the State of Wisconsin through which or into which such railroad is intended to be made is as follows:

The Counties of St Croix or Pierce; the County of Dunn via the village of Menomonie, the County of Eau Claire via the City of Eau Claire, the County of Chippewa via the City of Chippewa Falls, the Counties of Taylor or Clark the Counties of Lincoln or Marathon; the Counties of Oconto or Shawano and the Counties of Oconto or Marinette.

Article 5. The amount of Capital Stock of the corporation shall be Three Millions five hundred thousand ($3,500,000) dollars said Capital Stock shall be divided into thirty five thousand (35,000) shares of one hundred (100) dollars each and shall be known as common stock.

Article 6. The names and residences of the directors who shall manage the affairs of ~~the~~ said corporation for the first year and until others are chosen in their places are as follows:

Jesse Spalding	Chicago, Illinois
A. B. Stickney	St Paul, Minn.
W. H. Young	Oconto, Wisconsin
W A Ellis	Peshtigo "
Dana C Lamt	Fond du Lac "
Alex Stewart	Wausau "
Singleton B Russell	Medford "
Thad. C. Pound	Chippewa Falls "
L. C. Stanley	" "
Wm Pitt Bartlett	Eau Claire "
Thos E Randall	" "
Wm Wilson	Menomonie "

Robert Marinus	Cadot Falls	"		

In Witness Whereof we have hereunto subscribed our names and affixed our seals this 3d Day of September A D 1879.

		No Shares	Amount	
L. C Stanley	Chippewa Falls	5	500 00	(Seal)
Thad. C Pound	Chippewa Falls	5	500 00	(Seal)
John N. Knapp	Menomonie	5	500 00	(Seal)
John J Jenkins	Chippewa Falls	5	500 00	(Seal)
Thos E Randall	Eau Claire	5	500 00	(Seal)
Dana C Lamt	Fond du Lac	5	500 00	(Seal)
Geo C Ginty Ginty	Chippewa Falls	5	500 00	(Seal)
Joseph Hall	Oconto	3	300 00	(Seal)
Robert Marinus	Cadott Falls	3	300 00	(Seal)
W. P. Bartlett	Eau Claire Wis	5	500 00	(Seal)
L. F. Martin	Chippewa Falls	3	300 00	(Seal)
Thomas Phillips	- -	1	100 00	(Seal)
H. J. Goddard	Chippewa Falls	1	100 00	(Seal)
D. Chisholm	"	1	100 00	(Seal)
D C. Seymour	"	5	500 00	(Seal)
J. A. Taylor	"	2	200 00	(Seal)
N. C. McRae	"	2	200 00	(Seal)
W. W. Crandall	"	2	200 00	(Seal)
James Comerford	"	1	100 00	(Seal)

State of Wisconsin } ss
County of Chippewa } Thad. C Pound, L. C. Stanley & Dana C. Lamt being severally sworn each for himself says that he is one of the Directors in the corporation herein named and that the signatures to the foregoing Articles of organization are genuine and that it is intended in good faith to construct, maintain and operate the railroad as therein mentioned.

Thad C Pound.
L. C. Stanley
Dana C Lamt.

Sworn and subscribed before me this 3d day of September A D 1879
W W Crandall
Notary Public, Wisconsin.

(Notarial Seal.)

Recorded Sept 5th 1879.

Chicago and North Western Railway Company.

Resolved: That the route of branches of this company's road be located from a point about one mile north of Appleton Station across Grande Chute Island in the Fox River to a point about twenty four hundred feet in a south westerly direction from Lake Street on said Island upon the lines designated upon map prepared by the Chief Engineer of this Company and having the signature of the Ass't. Secretary of the Company and Seal of the company thereto affixed.

Chicago and North Western Railway Company
Office of the President.

It is hereby certified that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Railway Company on the 5th day of June 1879 adopting the branches therein described, as the same appears in the record of the proceedings of said Board, and that the map hereto attached is a correct copy of the map therein referred to.

Witness the signature of the President of said Company and its corporate seal hereto affixed and attested by its Assistant Secretary this 16th day of September 1879

(Corporate Seal) Albert Keep President

Attest J B Redfield
Asst Secretary.

Filed and recorded September 22d 1879.

No 8. Chicago, St Paul and Minneapolis Railway Company.
Deed of Release.

This Indenture, made the eighteenth day of September 1879 between William H. Leonard of the State of New York, party of the first part, and Wilson van Vliet & Co, Nelson Headstrom, James F Crombie, Jacob Hogenson, Tideman Helgeson and Ole Ingebrigtson, Lewis Rasmusson, A R Hall and M. C. Dann, Knapp Strut & Co Company, parties of the second part,

Witnesseth: Whereas the Chicago, St Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand, eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy in the State of Wisconsin, to the west bank of the St Croix Lake or River in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St. Croix Lake or River, opposite said town of Hudson, to the City of St. Paul; and also including the lands granted by Congress to the State of Wisconsin and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 Walston H Brown, and by them

to the Chicago St Paul and Minneapolis Railway Company; and by the said trust deed or mortgage from the last mentioned company to the said party of the first part hereto, became and now are subject to the payment of the sums secured by the said two series of Bonds.

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago St Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said Bonds or obligations and the accrued interest thereon, shall at any time 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of Five thousand one hundred and five ($5105) 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 Wilson Van Vliet + Co. The South East Quarter (¼) of the South West Quarter (¼) of Section No Twenty Four (23) in Township No Twenty nine (29) North, Range No Fifteen (15) West, containing forty (40) acres.

To Nilson Headstrom: The North East Quarter (¼) of the North East Quarter (¼) of Section No Fifteen (15) in Township No Twenty three (23) North, Range No Six (6) West, containing forty (40) acres.

To James F Crombie: The East Half (½) of the North East Quarter (¼) of Section No Fifteen (15) and the North East Quarter (¼) of the South West Quarter (¼) of Section No Eleven (11) all in Township No Twenty two (22) North, Range No Four (4) West, containing in all one hundred and twenty (120) acres.

To Jacob Rogenson: The South Half (½) of the South West Quarter (¼) of Section No Twenty three (23) in Township No Twenty seven (27) North, Range No Fifteen (15) West, containing Eighty (80) acres.

To Tideman Helgeson and Ole Ingebretson. The North West fractional Quarter (¼) of the South West Quarter (¼) of Section No Nineteen (19) in Township No Twenty four (24) North, Range No Nine (9) West, containing forty one and 37/100 (41 37/100) acres.

To Lewis Rasmusson: The South East Quarter (¼) of the North West Quarter (¼) of Section No Five (5) in Township No Twenty six (26) North, Range No Seventeen (17) West, containing forty (40) acres.

To A R Nall + M. C. Dann: The North East Quarter (¼) of the South West Quarter (¼) and the South East Quarter (¼) of the North West Quarter (¼) of Section No Twenty nine (29) in Township No Twenty nine (29) North, Range No Fourteen (14) West, containing Eighty (80) acres.

To the Knapp, Stout + Co Company: Lots No one (1) Two (2) Three (3), Eleven (11) Twelve (12) and Thirteen (13) of Section No Seven (7) in Township No Twenty eight (28) North, Range No Twelve (12) West, containing one hundred and seventy two and 88/100 (172 88/100) acres, and the North West Quarter (¼) of the South West Quarter (¼) and Lots Nos one (1) and Two (2) of Section No Thirteen (13) in Township No Twenty eight (28) North, Range No (13) Thirteen West, containing one hundred and thirty three 61/100 (133 61) acres.

To Wilson, Van Vliet + Co. 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 Twenty three (23) in Township No Twenty nine (29) North, Range No Fifteen (15) West, containing one hundred and twenty (120) acres.

containing in the aggregate eight hundred and sixty seven 86/100 (867 86/100) 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 encumbrance of the said Trust Deed, and the payment of the sums or sums of money therein expressed and every part thereof.

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

In presence of
R. Egerton
R S Pattison.

Wm N. Leonard (L. S)
Trustee.

State of New York
County of New York } ss On the eighteenth day of September A D 1879 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 acknowledgement of Deeds, &c, to be recorded &c in Wisconsin, William N. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

Official Seal.

Ransom S Pattison
Commissioner for Wisconsin.

Received for record Sep. 24th 1879 at 11 o'clock A. M.

T + H

Wisconsin Central Railroad Company.

This Indenture made this first day of January A D eighteen hundred and seventy nine, by and between Wisconsin Central Railroad Company, a corporation created by and duly organized under the laws of the State of Wisconsin, party of the first part, and John S Stewart of the City, County and State of New York and Edwin H. Abbot of Cambridge in the County of Middlesex and Commonwealth of Massachusetts, as they are the present Trustees under the original deed of trust and mortgage made by said company on the first day of July A D eighteen hundred and seventy-one, and under the indenture supplemental thereto dated the first day of February A D eighteen hundred and seventy six, both of which are duly recorded in the offices of the Secretary of State of the State of Wisconsin according to the laws of said State, parties of the second part: Witnesseth, that

Whereas said Company has completed the railroad described in said original and supplemental deeds of trust and mortgage, and has issued thereunder, in accordance with its provisions, bonds to the amount of eight million one hundred and sixty-eight thousand dollars ($8,168,000.) face value which are now outstanding obligations of said company, and,

Whereas interest has accrued upon certain of said bonds since January first A D eighteen hundred and seventy-five, which with interest added on the overdue coupons thereto attached is estimated at the date hereof at the sum of about one million, three hundred and thirty-two thousand dollars ($1332,000.); and

Whereas, under the fourth article of said original deed of trust and mortgage, certain indebtedness which is now evidenced by the land income notes, so called, of said Company, was incurred and is believed to be a lien upon said lands prior and paramount to the lien of said mortgage and supplemental mortgage in the sum of about two hundred and eighty thousand dollars ($280,000.) and accrued interest in the sum of about twenty-four thousand dollars ($24,000.); and

Whereas, The holders of certain coupons are believed to be equitably preferred to all other bondholders, in certain amounts of interest accrued and unpaid on said coupons in the sum of about ninety-six thousand dollars ($96,000.); and

Whereas, said company has invited all holders of said bonds, and of said land notes, and of said coupons, to surrender to said company their several evidences of indebtedness in exchange for such of the bonds hereinafter described as they shall be severally entitled to receive, and each to accept the bonds hereinafter described in lieu, exchange and substitution for the securities now severally by them held; preserving, however, for all substituted bonds hereinafter described, so long as any of said original securities are outstanding, the inter lien, rights and remedies attached thereto, under, by and in said original mortgage as fully as if said substitutions and exchange had never been made; and

Whereas, The majority in interest of the holders of the bonds now outstanding under said original mortgage have consented to waive the default of said

company in the premises, and have by requisition in writing instructed said trustees so to do and to consent to said exchange and substitution, and

Whereas, certain Stockholders in said company have transferred to said trustees a majority of all the stock of said company, upon the special trust to allow every holder of a mortgage bond of the first or second series, hereinafter described as hereinafter provided, from time to time hereafter, at each and every meeting of the Stockholders of the said Company, to vote upon one share of said stock for every hundred dollars of his bonds, and have vested in said trustees the legal title to ninety-five thousand shares of said stock to be by said trustees held upon this trust which is irrevocable until all the bonds hereinafter described are regularly receiving their full and maximum interest as hereinafter provided and are, in the judgement of the trustees, likely to continue to receive the same thereafter;

Now Therefore, The Wisconsin Central Railroad Company in consideration of the sum of nine million nine hundred thousand dollars ($9,900,000.) and divers other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, released, conveyed and confirmed unto said John S Stewart and Edwin H. Abbot as they are the trustees under said original indentures of trust and mortgage, parties of the second part, all the railway known as the Wisconsin Central Railroad, being all the railroad constructed and owned by said company within said State of Wisconsin, and extending from Doty's Island, or Menasha in the County of Winnebago, and the city of Portage, in the County of Columbia, by way of Stevens Point to Ashland in the County of Ashland, on Lake Superior, together with all spurs and branches thereof built and to be built, said railway now being about three hundred twenty-six and $\frac{73}{100}$ ($326\frac{73}{100}$) miles in length by measurement, and also all its lands and land grant, acquired and to be acquired and all the right, title, interest, claim, estate and demand whatsoever which said company now has or may at any time hereafter acquire, in and to any and all the lands granted in and by the third section of the act of Congress approved May fifth A D eighteen hundred and sixty-four, to the State of Wisconsin, and also all other property, estate and right of any nature whatsoever, whether real or personal, to which said trustees now are or may hereafter become in law or equity entitled under said original and supplemental deeds of trust and mortgage, and all Books of account, deeds, leases, certificates, contracts, records, vouchers, papers and other documents evidencing or appurtenant to the title and business of said company; meaning and intending also to convey and confirm everything whatsoever which is intended by description or implication in said original and Supplemental deeds of trust and mortgage, to which reference is hereby had for more particular description of the granted premises; provided, however that nothing herein shall be construed to prevent said company from hereafter mortgaging any extension of its said railroad, or of any branches thereof, not included in its present location, and which may be hereafter built or acquired, so as to create a prior lien, by mortgage or otherwise, upon any other property that it may hereafter acquire, real or personal, to secure the purchase money thereof.

To Have and to Hold the same and every part thereof, together with all rights, easements, hereditaments and privileges thereunto appurtenant or belonging, to the said John S Stewart

and Edwin H. Abbot, their heirs and assigns, and the survivor of them, his heirs and assigns and their successors and successor in said trust, their and his heirs and assigns to their and his sole use and behoof forever.

But in Trust Always, for the purpose of securing the payment of the three sets of bonds hereinafter described, and interest thereon, according to the tenor thereof, and their respective priority according to the terms and conditions hereinafter set forth, that is to say:

I. Preferred Bonds, to the amount of four hundred thousand dollars ($400,000.), of tenor following, to wit:

United States of America. State of Wisconsin.

$1000. No 1. } Wisconsin Central Railroad Company. { $1.000. No 1.

Preferred Bond.

Know all men by these presents, That the Wisconsin Central Railroad Company a corporation duly created and organized under the laws of the State of Wisconsin, is indebted to John A. Stewart and Edwin H. Abbot, Trustees, in the sum of one thousand dollars in the gold coined money of the United States of America, and promises to pay the bearer hereof, or, in case of registration, to the registered holder twenty-five dollars on account of said principal on the first day of June and December, A. D. 1881, and semi-annually thereafter until said principal sum shall be wholly paid, the first payment thereof to be made on the first day of December, A D 1900, together with interest from the first day of September, A D 1879 at the rate of five per centum per annum reckoned on the unpaid balance of said principal and payable by the Company semi-annually on the first day of March and September of each year thereafter at the Office of said Trustees in the city of Boston, said payments of principal and interest are represented by, and are to be made on the presentation and surrender of the annexed coupons as they severally become due according to their tenor. The coupons shall be payable to bearer, if the bond be not registered. This bond, unless registered shall pass by delivery; and, if registered, then by transfer upon the books of said Trustees in said Boston by the registered holder hereof. Henry F Spencer of Boston has been appointed and is the Register of the Trustees or Trustee for the time being, by power duly recorded with their trust deed in the office of the Secretary of State for the State of Wisconsin. until his successor shall have been appointed by the Trustees This Bond is one of a Series of Preferred Bonds of said company, 400 in number, each for one thousand dollars, executed under an indenture of trust and mortgage of even date herewith between said company and said trustees and confirmed by its stockholders at an annual meeting held in Milwaukee prior to the delivery of this bond, and recorded in said office of said Secretary of State, the provisions of which indenture are hereby declared to be a part of this bond and of every coupon hereto attached. Recourse shall never be had for payment of this bond to any individual liability of any stockholder of said company. This bond is not to be valid unless and until authenticated by the signatures of both of the Trustees above named, and countersigned by their Register.

In Witness Whereof, The said corporation has caused its common seal to be hereto affixed, and this bond to be signed by Charles L Colby, its president, and said Henry F Spencer has countersigned the same as Register of said Trustees this

first day of January A D eighteen hundred and seventy-nine.

Countersigned Wisconsin Central Railroad Company

Register of the Trustees. By President

(First Interest Coupon)

On the first day of March A D 1880, the Wisconsin Central Railroad Company will pay at the Office of the Trustees in Boston, Mass., or surrender of this coupon to bearer, or in case of registration of this bond, to the registered holder thereof the sum of twenty-five dollars, being six months interest due that day on Preferred Bond No 1.

President.

(First Principal Coupon)

On the first day of June, A D 1881, the Wisconsin Central Railroad Company will pay at the Office of the Trustees in Boston, Mass., or surrender of this coupon, to bearer, or, in case of registration of this bond, to the registered holder thereof, the sum of twenty-five dollars being the portion of principal due that day on its Preferred Bond No 1.

President.

(Trustees Certificate)

We certify that this bond is one of the Preferred Mortgage Bonds of the Wisconsin Central Railroad Company and is entitled to the benefits of the trust deed to us dated January 1, A D 1879, as therein declared } Trustees.

II. Mortgage Bonds of the First Series to the amount of three million eight hundred thousand dollars ($3,800,000.) of tenor following, to wit:

United States of America. State of Wisconsin.

$1000. No 1 } Wisconsin Central Railroad Company. { $1000 No 1.

Mortgage Bond of First Series.

Know all men by these Presents, That the Wisconsin Central Railroad Company, a corporation duly created and organized under the laws of the State of Wisconsin, is indebted to John A Stewart and Edwin H Abbot, Trustees, in the sum of one thousand dollars in the gold coined money of the United States, which said Railroad Company promises to pay the bearer hereof, or, in case of registration, to the registered holder, on the first day of January A D 1909, together with interest payable semi-annually thereon from and after the first day of July A D 1880, during the three years then next ensuing, at the rate of two per centum per annum; and after the first day of July A D 1883, at the rate of five per centum per annum, until this bond becomes due and is paid at the office of said Trustees in the city of Boston, on the presentation and surrender of the annexed coupons as they severally become due according to their tenor. This bond and each of its coupons, shall, unless registered, pass by delivery, but, if this bond be registered, then by transfer on the books of the Trustees in said city of Boston by the registered holder. After registration of ownership, certified on this bond by either of said Trustees or their Register, no transfer, except on said books of the trustees, shall be valid, unless the last transfer shall have been to bearer. This bond is subject to successive registrations and transfers to bearer at the option of

its lawful holder. The coupons shall be payable to bearer, unless this bond be registered. The slut of coupons may be detached and surrendered to the company for cancellation. After registration of such surrender on said book of the Trustees and entification thereof on this bond, interest will be paid to the registered holder, upon the proper voucher therefor. Henry F Spencer of Boston has been appointed and is the Register of the Trustees until his successor shall have been appointed by them, or the Trustee for the time being, by power duly recorded with their trust deed in the office of the Secretary of State for the State of Wisconsin. This bond is one of the Mortgage Bonds of the First Series of said company, which series amounts in all to the sum of $3,800,000, and contains 3500 bonds each for one thousand dollars and numbered respectively 1 to 3500 inclusive, and 600 Bonds each for five hundred dollars and numbered respectively 03501 to 04100 inclusive. All said bonds bear even date herewith and are issued under an indenture of trust and mortgage of same date, executed between said company and said Trustees, and confirmed by its Stockholders at an annual meeting held in Milwaukee prior to the delivery of this bond, and recorded in said office of the Secretary of State for the State of Wisconsin, the provisions of which indenture are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall never be had for its payment to any individual liability of any Stockholder in said company. This bond entitles its holder, at every meeting of said Stockholders and at every election by them, to vote upon an equal amount of the Stock of said company held by the Trustees for that purpose, upon certain terms set forth in said trust deed. This bond is issued in exchange and substitution for, and represents for all purposes the amount of one Thousand dollars of the mortgage indebtedness of said company under its original first mortgage dated July 1st A D 1871. In case of foreclosure under said original mortgage, the holder hereof is entitled, upon surrender to the Trustees of this bond in such foreclosure proceedings to receive all the benefit, proceeds and advantage which would accrue to him if he had then surrendered an original first first mortgage bond for $1,000. This bond is not to be valid unless and until authenticated by the signatures of both of the Trustees above named and countersigned by their Register

In Witness Whereof, The said corporation has caused its common Seal to be hereto affixed and this bond to be signed by Charles D Colby, its President; and said Henry F Spencer has countersigned the same as Register of said Trustees this first day of January A D eighteen hundred and seventy nine.

Countersigned — Wisconsin Central Railroad Company

Register of the Trustees. — By — President.

(First Coupon)

On the first day of January A D 1881, the Wisconsin Central Railroad Company will pay at the Office of its Trustees in Boston, Mass., on surrender of this coupon, to bearer, or, in case of registration of this bond, to the registered holder thereof, the sum of ten dollars, being six months interest due that day on its Mortgage Bond of First Series, No 1.

President.

(Trustees Certificate)

We certify that this bond is one of the Mortgage Bonds of the First Series of the

Wisconsin Central Railroad Company, and is entitled to the benefits of the trust deed to us, dated January 1st A D 1879, as therein declared. } Trustees.

III. Mortgage Bonds of the Second Series to the amount of five million seven hundred thousand dollars ($5,700,000), of tenor following, to wit:

United States of America. State of Wisconsin

$1000. No 1 } Wisconsin Central Railroad Company. Mortgage Bond of Second Series. { $ 1000. No 1

Know all men by these Presents, That the Wisconsin Central Railroad Company a corporation duly created and organized under the laws of the State of Wisconsin, is indebted to John A Stewart and Edwin H Abbot, Trustees, in the sum of one thousand dollars in the gold coined currency of the United States, which said Railroad Company promises to pay the bearer hereof, or, in case of registration to the registered holder, on the first day of January, A D 1909. This bond draws interest from the first day of January A D 1881, at a rate not exceeding two per centum per annum; and from the first day of January A D 1884 until this bond becomes due and is paid, at a rate not exceeding seven per centum per annum. Said interest is payable only out of the net earnings of said railroad company after all payments previously matured on its preferred bonds and its mortgage bonds of the first series shall have been made; and also after thirty thousand dollars per annum shall have been reserved and set aside for each year from the date hereof, in the hands of the Trustees, for permanent repairs and improvements on its railroad, according to the provisions of its trust deed bearing even date herewith, and duly recorded in the Office of the Secretary of State for the State of Wisconsin. Interest on this bond shall not accumulate, but each coupon hereto attached is to be surrendered and cancelled when it matures. Said coupon entitles its holder to receive only the contingent proportion of said net earnings which shall be computed for this bond under Supervision of the Trustees, upon the half year ending six months before the date of said coupon. Said interest when earned, shall be paid semi-annually, at the Office of said Trustees, in the City of Boston, on the presentation and surrender of the annexed coupons as they severally become due according to their tenor, unless the coupon sheet shall have been detached, as hereinafter provided. This bond shall, unless registered, pass by delivery; but if registered, then by transfer upon the books of the Trustees in said Boston, by the registered holder. After registration of ownership certified on this bond by either of said Trustees or their Register, no transfer, except on the books of the Trustees shall be valid, unless the last transfer shall have been to bearer. This bond is subject to successive registrations and transfers to bearer at the option of its lawful holder. The coupons shall be payable to bearer unless this bond be registered. The slut of coupons may be detached and surrendered to the company for cancellation. After registration of such surrender on said books of the Trustees and entification thereof on this bond, interest will be paid to the registered holder upon a proper voucher therefor. Henry F Spencer of Boston has been appointed and is the Register of the Trustees, until his successor shall have been appointed by them, or the Trustee for the time being by power duly recorded with their trust deed above mentioned.

This bond is one of the mortgage bonds of the second series of said company which series amounts in all to the sum of $5,700,000 and contains 5500 bonds, each for one thousand dollars, and numbered respectively 4,101 to 9600 inclusive, and 400 bonds each for five hundred dollars and numbered respectively 09,601 to 010,000 inclusive. All said bonds bear even date herewith, and are issued under an indenture of trust and mortgage of same date, executed between said company and said Trustees, and confirmed by its Stockholders at an annual meeting held in Milwaukee prior to the delivery of this bond, and recorded in said office of the Secretary of State for the State of Wisconsin, the provisions of which indenture are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall never be had for its payment to any individual liability of any Stockholder in said company. This bond entitles its holder, at every meeting of said Stockholders, and at every election by them, to vote upon an equal amount of the stock of said company held by the Trustees for that purpose upon certain terms set forth in said trust deed. This bond is issued in exchange and substitution for, and represents for all purposes the amount of one thousand dollars of the mortgage indebtedness of said company under its original first mortgage dated July 1st A D 1871. In case of foreclosure under said original mortgage, the holder hereof is entitled, upon surrender to the Trustees of this bond in such foreclosure proceedings to receive all the benefit, proceeds and advantage which would accrue to him if he had then surrendered an original first mortgage bond for $1000. This bond is not to be valid unless and until authenticated by the signatures of both of the Trustees above named and countersigned by their Register.

In Witness Whereof, the said corporation has caused its common seal to be hereunto affixed, and this bond to be signed by Charles L Colby, its President, and said Henry F Spencer, has countersigned the same as Register of said Trustees, this first day of January A D eighteen hundred and seventy-nine.

Countersigned

Wisconsin Central Railroad Company

Register of the Trustees. By President.

(First Coupon)

On the first day of July, A D 1881, the Wisconsin Central Railroad Company will pay at the Office of its Trustees in Boston, Mass. on surrender of this coupon, to bearer, or in case of registration of this bond, to the registered holder thereof, whatever contingent part of the net earnings of said company, not exceeding two per cent per annum, shall be apportioned for the half year ending the 31st day of December 1880, upon and according to the tenor of its Mortgage Bond of the Second Series, No 1.

President

(Trustees Certificate)

We certify that this bond is one of the Mortgage Bonds of the Second Series of the Wisconsin Central Railroad Company and is entitled to the benefits of the trust deed to us, dated January 1. A D 1879, as therein declared

} Trustees.

The bonds of each of said three sets shall as to all the bonds of that set, stand equally secured by this indenture; but coupons thereof shall, in each set and among themselves, in any and all foreclosure proceedings hereunder, have priority in the order in which they mature respectively; and no action at law shall be maintainable on any coupon after the default which is made the basis of such action, shall have been waived by the holders of a majority in interest of said bonds, or by the Trustees as hereinafter provided.

And it is hereby mutually agreed by and between said Company and the holders of said bonds, hereinafter described, by and through said Trustees, each with the other and all the others, as follows, to wit:

First. The Preferred Bonds are payable in twenty (20) years from the first day of September A D Eighteen hundred and seventy-nine, with interest at the rate of five (5) per centum per annum from and after said first day of September, semi-annually thereafter, on the first day of March and September in each year, together with five (5) per centum per annum of the principal thereof the first payment to be made on the first day of June A D eighteen hundred and eighty-one, and all subsequent instalments on the first day of June and December each year until the whole is paid. Said preferred bonds, both principal and interest, have a first lien upon the mortgaged premises, paramount and superior to all other liens and are to be paid according to their tenor in preference to all the other bonds hereinafter described.

Second. Mortgage Bonds of the First Series, are payable in thirty (30) years from the first day of January, A D. eighteen hundred and seventy-nine, with interest at the rate of two (2) per centum per annum, ~~during the three following years, but afterwards at a rate not exceeding seven (7) per centum, until the principal becomes due and is paid; provided however, that~~ from and after the first day of July A D. eighteen hundred and eighty, the first payment to be made on the first day of January A D. eighteen hundred and eighty one, and thereafter semi-annually during the ensuing three (3) years, and thenceforth in like manner at the rate of five (5) per centum per annum, until the principal becomes due and is paid.

Error in recording and exam'd by Secy of State.

Third. Mortgage Bonds of the Second Series are payable in thirty (30) years from the first day of January, A D eighteen hundred and seventy-nine, with interest payable semi-annually from and after the first day of January A D eighteen hundred and eighty one, at a rate not exceeding two (2) per centum per annum during the three following years, but afterwards at a rate not exceeding seven (7) per centum until the principal becomes due and is paid; provided, however, that interest on said second series of bonds is payable only out of the surplus net earnings, after all payments which shall previously have matured upon said preferred bonds, and said mortgage bonds of the first series, shall have been made according to the tenor of said bonds; and also after Thirty thousand dollars ($30,000) per annum shall have been received and set aside in the hands of the trustees each year as a sinking fund, to be expended from time to time by said company, with the approval of the trustees, in permanent repairs and improvements of and upon the mortgaged premises. Interest on said mortgage bonds of this second series is not cumulative, but every coupon representing the same, is to be surrendered when and as

it matures, and the holder thereof is not under any circumstances entitled to receive any thing upon such coupon except its contingent proportion (not exceeding in any event the rates above specified) of the surplus net earnings arising from the operation of said railroad and computed upon the half year ending six months before the date of the several coupons representing said semi-annual interest.

The words "net earnings" as herein used, mean such surplus of earnings as shall remain after paying all expenses of operating the railroad described in this mortgage, and of carrying on its business, and after paying all taxes, license fees, assessments and expenses of this trust, and the cost of completing, repairing or replacing said railroad, its buildings, appurtenances and equipments, so that the same shall be kept in good condition, and of providing such additional equipment and buildings as said company with the approval of the trustees shall deem from time to time necessary.

In any and all questions arising from time to time as to said computations and the amount of said contingent proportion payable on said coupons out of said surplus net earnings, and as to all other matters relative to said second series of bonds, the written decision of the trustees as to the same shall be final, and shall conclusively bind all parties interested in said computation, and any failure on the part of said company to promptly conform its action from time to time to such decisions, when and as they are made, shall be deemed a default and breach by said Company of the conditions of this trust and sufficient ground for foreclosure proceedings hereunder.

The said Wisconsin Central Railroad Company hereby covenants and agrees and every holder of the bonds hereinbefore described, in and by his acceptance thereof does hereby through his said trustees covenant and agree, each with each and all the others, that this indenture enters into and forms part of, and fixes the rights, duties and liabilities of said Company under each and every bond and coupon hereinbefore described, and the rights duties and liabilities of said trustees and bondholders and coupon holders among themselves and as to each other, and to said company; and hereby agrees to the following articles, to wit:

Article One. Said Company shall pay the principal and interest of every said bond above described, and coupons thereto attached, to the holder thereof when and as the same shall become due and payable, according to their several tenor and effect; and also any and all taxes at any time assessed thereon by the United States, so that the holders thereof shall receive the full amount of said bonds and coupons without deduction on account of any federal taxation.—

Article Two. 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 as security for, and are hereby pledged to, the 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.

Article Three. Said company may contract for the sale of its lands and premises, and any and all portions thereof, separately or together,

for such price and on such terms as the trustees shall from time to time approve either for cash or on credit or partly for cash and partly on credit, and payment therefor may be received by him thereof in any manner authorized by the laws of said State of Wisconsin, and the preferred bonds are declared receivable at ten per centum premium and the bonds of the first series at par for and as cash in payment for said lands and premises. But the proceeds of all sales of lands and premises, whether received in cash, bonds, coupons or other securities, shall be deposited with the trustees, and any payment to the trustees of said proceeds shall release the land so sold from every lien attaching thereto in favor of said bonds; and the trustees will thereupon execute to the purchaser thereof, or to the company a proper release, discharging such lands, so sold, from every said lien.

Article Four. All moneys received by the trustees from sales of the mortgaged premises, or any part thereof, shall be invested by them at their discretion in either class of bonds hereinbefore described, whenever the same can be purchased at a price not exceeding one hundred cents on the dollar and accrued interest, and whenever and if none of said bonds can be purchased at that rate, then the trustees may at their discretion invest in either class of said bonds at a higher rate or in United States or State or municipal bonds.

All bonds and paid coupons herein described, coming into the hands of the Trustees, whether by purchase for the sinking fund or from such sales, shall be cancelled by them as often as semi-annually, and surrendered to the Company.

Article Five. Said company shall well and truly 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 its control of the mortgaged property prior to default or shall prevent said company after consent previously thereto obtained from the trustees, from selling, disposing of or changing any of their motive power, rolling stock, equipment or personal property whenever it shall be deemed expedient for the good management of the said railroad so to do; and also that said company its successors and assigns, hereby waives the benefit of every extension, stay, appraisement or redemption law which has been hitherto or may hereafter be enacted in said State of Wisconsin, and consents that the trustees, personally or by agent, may at all times have full and free access to their books, records and accounts, with right to take copies thereof in whole or in part; and provided further, and this indenture is executed upon the express condition that, upon the payment in full of said bonds and the interest due thereon, or in case of the conversion thereof into stock in the new company or corporation hereinafter described, then, upon exhibition of the cancelled bonds to the trustees; all the estate, title and interest of said trustees shall cease and determine, and that, upon written request thereafter by said company, its successors or assigns, the trustees shall execute and deliver to it or them a proper release or satisfaction hereof; but otherwise the same shall be of full force.

Article Six. The Trustees are authorized from time to time to appoint a Registrar and a Treasurer and to employ such clerks and assistants as they deem necessary for the administration of their trust. They may also appoint one or more agents to execute conveyances, and attorneys in fact to act generally in their behalf, and at

pleasure remove the same and appoint others in their place. All conveyances signed by such agents and countersigned by their treasurer and all other acts performed by them within the scope of their powers shall be as valid as if done personally by the trustees. Said trustees are also authorized to expend, in their discretion, from time to time, such sums out of the proceeds of lands and stumpage as they deem necessary in making surveys, estimates, examinations and improvements, from time to time, of and upon the lands, covered in this mortgage, and are authorized to take such action generally as they deem expedient in order to hasten the sale and settlement thereof; and also, if said company request, and the trustees approve as expedient in order to increase the business of said railroad and the general productiveness of the mortgaged premises, the trustees are authorized in their discretion, from time to time, to convey or release lands for colonies or actual settlers or local improvements at nominal prices or prices therefor and without valuable consideration received by said trustees therefor.

Article Seven. All conveyances of land and stumpage executed at any time by said agents or attorneys in fact of the trustees, shall divest the title of the trustees, so that the purchaser shall in no wise be accountable for the application of the purchase money; but the trustees or trustee, not actually joining in such conveyance, shall not be answerable for the application of the purchase money, unless the same be by them or him actually received into their or his own possession.

Article Eight. Said company shall, from time to time, and at all times hereafter and as often as thereunto required by the trustees, execute, acknowledge and deliver to the trustees all such further deeds, conveyances and assurances in the law for the better assuring unto the trustees and their successors in the trust hereby created, upon the trusts herein expressed the lands, railway, equipments and appurtenances hereinbefore mentioned, and all franchises now held by said company, including the franchise to be a corporation, as shall by the trustees be reasonably advised or required; and said company shall furnish to said trustees, from time to time, upon their request in writing, a true and full inventory of all the movable property appertaining to said railroad and the operations thereof, and covered by this indenture; but no failure to demand or furnish such inventory shall impair the operation or effect of this indenture upon all or any of the property herein described.

Article Nine. The trustees 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 and right of way, stations and station grounds, and the sale, substitution and exchange of motive power, rolling stock, machinery and equipments, 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, within their trust as fully as if the same had been expressly described in this indenture. The trustees are authorized to execute all releases and other writings which they deem necessary in order to effectuate such sales, exchanges and substitutions from time to time.

Article Ten. Every holder of a mortgage bond of either the first or second series is entitled, and is hereby notified, to be present at the annual meetings of

said company to be held in its office in the City of Milwaukee on the last Thursday of May in each year at ten o'clock in the forenoon and then and there to vote in every election and on all other questions therein submitted to the meeting, upon one share of stock for every one hundred dollars of his bond or bonds. Said stock has been conveyed to said trustees, and is by them held for that purpose under a special trust irrevocable, until every bond secured hereunder is regularly receiving its full and maximum interest, and is likely in the opinion of the trustees to continue so to do. The stock list is closed each year at noon on the Thursday, occurring two weeks before such annual meeting, in the office of the Secretary of said company in Milwaukee; and every enregistered bondholder, in order to exercise his privilege of voting, must give written notice to said Secretary at Milwaukee on or before said day and hour, of the number and amount of his bonds and his wish to have his name entered upon said voting list. Every bondholder whose name is duly entered on this voting list, may, if not personally present, cast his vote at said meeting through any person personally present and thereto duly authorized by written proxy filed with said Secretary at or before such meeting. Any holder of bonds of the first or second series, who is not a stockholder, shall be rendered eligible as director of said company, whenever and if elected to that office. The Trustees hold upon the special irrevocable trust above stated stock to the amount of nine million five hundred thousand dollars ($9,500,000.) par value in said company; and said company hereby covenants and agrees that, during the continuance of said special irrevocable trust, it will not increase its stock above the present amount now outstanding, to wit: Eleven million four hundred and thirty five thousand, five hundred dollars ($11,435,500.) par value.

Article Eleven. At any sale of the aforesaid railroad, its equipments, appurtenances, or any part thereof, or any part of the premises included herein, the trustees may bid for and purchase, or cause to be bid for and purchased, the property so sold, or any part thereof, in behalf of all the holders of bonds then in default under this instrument and outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, if but a portion of said property be sold; or if all of it be sold, then at a price not exceeding the whole amount of such bonds outstanding with the interest accrued thereon.

Article Twelve. If any judicial foreclosure or other sale of the premises covered by this indenture shall be made, under any decree of any court having jurisdiction thereof, based upon this indenture, and the holders of a majority in interest of the then outstanding bonds secured by this indenture, shall in writing request the trustees so to do, the trustees are authorized to purchase the premises so sold and covered by this indenture, for the use and benefit of the then outstanding bonds secured under this indenture, and all right and title to said premises shall after said purchase vest in the trustees and no bondholder shall have any claim to the premises or proceeds thereof, except subject to the provisions created herein, and only for his pro rata share of the proceeds of the purchased premises represented in a new company or corporation to be formed for the benefit

of the holders of the bonds secured hereby, and the trustees may take such lawful measures as in their judgment are for the interest of said bondholders, to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage. Said new corporation shall be organized upon such terms, conditions and limitations and in such manner as the holders of a majority of such outstanding bonds shall in writing direct; and the trustees shall thereupon reconvey the premises so purchased by them to said new company or corporation.

Article Thirteen. If default be made in the payment of the interest on any series of said bonds according to their tenor, and such default continue for the period of six months after said interest shall have become due and payment here demanded by the trustees and refused by said company, the principal of said series shall, at the election of the trustees, but not otherwise, be and become immediately due and payable, anything contained in said bonds or herein to the contrary notwithstanding.

Article Fourteen. 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 months after demand made by the trustees 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 notice of proposed sale at least twice a week for eight weeks in one or more newspapers printed in said Milwaukee and such other place 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 satisfy such overdue obligations of said company. The trustees may adjourn said sale from time to time, in their discretion; and if so adjourning, make the same at the time and place to which the same may be so adjourned; and may make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds for the same, in fee simple; which sale 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 the said premises or any part thereof, by, from, through or under said company; and, after deducting from the proceeds of such sale just allowances for all expenses of said sale, as well attorney's and counsel fees, as all other expenses, advances, or liabilities, which may have been made or incurred by the said trustees in the premises, and all payments which may have been made by them 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 reasonable and lawful compensation for their own services as well professional as personal, shall apply the net proceeds to the payment of the principal of such of the aforesaid bonds and coupons 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 and be unpaid, according to their respective priorities herein declared, and if, after satisfaction thereof, a surplus shall remain they shall pay the same over to the said company or to such other parties as may be entitled to receive the same. If such sale be only part of the mortgaged premises, this power may be exercised whenever and as often as such default to happen and the

trustees deem expedient.

Article Fifteen. 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 done or kept by said company, and such default continue for six 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, the trustees may in their discretion, personally, or by their attorneys or agents, enter into and upon all and singular the premises hereby conveyed or intended to be and each and every part thereof, and may thenceforth have, hold, use and operate the same by themselves, their superintendents, managers, receivers, servants, attorneys or agents, and conduct the business thereof, and make from time to time all repairs, replacements, alterations, additions, spurs, branches, extensions, and improvements thereto as they deem necessary for the lawful and proper accommodation and increase of the business of said road, 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 railway and conducting its business, and of making all said repairs, replacements, alterations, additions, spurs, branches, extensions and improvements and all payments of taxes, assessments, charges or liens, prior to the lien of these presents upon the premises, or any part thereof, and reasonable compensation for their own services and the services of their attorney's and all other persons by them employed, shall apply the moneys arising as aforesaid, so far as the same are applicable under the provisions of this indenture prior to any such default, to the payment of interest upon the bonds intended to be secured by this mortgage, in the order in which said interest is payable according to the priorities herein created among said bonds; and after all interest which shall have become due is paid, 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 pending this trust.

Article Sixteen. The trustees shall enforce the rights of the bondholders under these presents, in cases of default, as they shall deem expedient for the common and equal interest of all holders of bonds covered by this indenture according to their respective priorities herein created, and their tenor and effect, subject however to the following restrictions and limitations:

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

II. If such default be in the payment of interest upon or principal of said bonds or either of the three sets thereof above described;

1. Then, upon written requisition on the trustees by the holders of not less than twenty-five per cent of the aggregate amount of all bonds then outstanding in default, together with proper indemnification by the person making said requisition

to the trustees against all costs and expenses by them to be incurred, it shall be the duty of the trustees, and each of them in case of the refusal or neglect of the other, to 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 the trustees or trustee in their or his own judgment shall deem expedient for the common benefit of all the holders of such bonds as are in default.

B. But upon such written requisition, signed by the holders of a majority of all the bonds then outstanding under this indenture, and accompanied, if the trustees so elect, with a deposit in the hands of the trustees of the major part of all outstanding bonds in indemnification and support of said trustees action, then it shall be the duty of the trustees to enforce the rights of the bondholders in the manner and to the extent prescribed in said requisition and not otherwise, unless modified, recalled or changed by other subsequent, like requisitions from time to time made, provided the same conform to the provisions of this indenture and do not impair any rights vested under this indenture in the holders of the minor part of such bonds who do not join in such requisition or requisitions, it being the intent of this provision to secure to the holders of such majority in interest of bonds the same control, in such event as the holders of a majority of the stock possessed 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 trustees to act of their own motion whenever, and if, and as, they deem expedient for their trust and the beneficiaries thereunder. No action of either trustees or bond-holders in waiving any default, shall be taken to effect any subsequent default or impair the rights thereupon arising.

Article Seventeen. The word, trustees, whenever used herein, shall be construed to include the trustees above named, and the survivor of them, and their and his successor, successors, survivor and survivors, 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 the expenses thereof and all the reasonable 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 ~~professional as well as personal~~ services by them, or either of them, rendered in their trust, shall be paid by said company as they are incurred, or otherwise out of the trust estate on which they are charged; and when called upon to act, they shall be invested with full power to submit all questions of law or fact arising in the execution hereof to arbitrators, and also to compromise and settle in their discretion, any and all such questions; and said company consents hereby that upon application of the trustees, any and all the agreements and covenants herein contained or implied, may be decreed by any court of competent jurisdiction to be specifically performed by said company, its successors and assigns.

E. H. A.
J. A. S.

Article Eighteen. Whenever a vacancy shall occur among the trustees, the trustee surviving or continuing shall thereupon be and become vested with every power, as well to fill vacancies as every other power conferred in this indenture upon said Stewart and Abbot, without any further assurance or conveyance, and said surviving or continuing

trustee shall, with the consent of the holders for the time being of a majority in interest of the bonds then outstanding, appoint a new co-trustee, by instrument in writing, under his hand and seal, and record the same in the office of the Secretary of State for the State of Wisconsin, and all the estate of the outgoing trustee shall thereupon be vested in the new trustee as fully as if he were originally named in this indenture. If, for any cause, such vacancy remain unfilled for six months, any judge of the Circuit Court of the United States for the Eastern District of Wisconsin, may, upon the application of the surviving or continuing trustee, or of the holder or holders of bonds to the amount of one million dollars, or of said company, fill the vacancy by appointment of any suitable person who shall thereupon be and become trustee with the same powers as if originally named herein. If from any cause there be total vacancy in the office of the trustees, the vacancy may be immediately filled by said judge upon such application, after ten days notice to said company.

Article Nineteen. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to their acceptance of said trust by said trustees, that they shall not in any manner be responsible for any act, default, or misconduct of each other, nor for any act, default or misconduct of any agent by them employed; nor shall either of them be answerable, except for his own wilful default or misconduct. Either and any 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-trustee, if any, not less than three months before such resignation shall take effect, unless some shorter time shall be mutually accepted as adequate notice; and by execution of a proper deed of release to his associate and successor in said trust.

In Witness Whereof the Wisconsin Central Railroad Company has caused its common seal to be hereto affixed and these presents to be signed by Charles L. Colby, its President, at Milwaukee, in the State of Wisconsin, and said John A. Stewart and Edwin H. Abbot, Trustees as aforesaid, have hereunto set their hands and seals in New York in the State of New York in token of their acceptance of the trust hereby created the day and year first above written.

(Corporate Seal) Wisconsin Central Railroad Company
By Chas L. Colby President

In presence of John A. Stewart (Seal)
Henry L Thornell. Edwin H. Abbot (Seal)
William A W Stewart.

City and County of New York, ss. On this thirteenth day of June one thousand eight hundred and seventy nine personally appeared before me John A Stewart and Edwin H Abbot both to me known and known ~~to~~ by me ~~by~~ to be the persons who by their names executed the foregoing instrument and they then severally acknowledged to me that they had executed the same for the purposes therein mentioned.

(Notarial Seal) Henry L Thornell
Notary Public New York Co.

City and County of New York ss. On the thirteenth day of June one thousand

eight hundred and seventy-nine before me personally came Charles L Colby with whom I am personally acquainted, who being by me duly sworn says that he resides in the City of Milwaukee and State of Wisconsin, that he is the President of the Wisconsin Central Railroad Company, that he knows the corporate seal of said corporation and that the seal which is affixed to the foregoing instrument is such corporate seal of ~~the~~ said corporation and was affixed thereto by authority of the Board of Trustees of said corporation, and that he signed the same as President of the said corporation by like authority.

(Notarial Seal) Henry L Thornell

Notary Public, New York Co.

State of New York
City and County of New York } ss I, Hubert O Thompson, Clerk of the City and County of New York, and also clerk of the Supreme Court for the said City and County, being a Court of Record, Do Hereby Certify, That Henry L Thornell was on the 13th day of June 1879 a Notary Public duly commissioned and sworn and qualified to act in and for the City and County of New York, and that full faith and credit are due to his official acts.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court and County the 27th day of September 1879

(Official Seal) Hubert O. Thompson

Clerk

Received for Record October 7th 1879 at 11 o'clock A. M.

T. H

Milwaukee and Dubuque Railroad Co
to Harrison Ludington.
Trust Deed.

This Indenture made this first day of September A. D. 1879 between the Milwaukee & Dubuque Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, party of the first part, and Harrison Ludington of the City of Milwaukee, and State of Wisconsin, party of the second part, Witnesseth, that whereas the said party of the first part desires to make provision to pay for work already done, and property already acquired, for the purposes of operating its railroad, and to raise means for constructing, completing and equipping its line of road and for acquiring such property as may be necessary for its purpose in operating the same, westward from the City of Milwaukee in said State of Wisconsin; And Whereas said party of the first part, for the purposes aforesaid, has resolved to make and issue its negotiable Bonds at the rate of not to exceed twenty five thousand Dollars ($25000.) per mile of its completed road, a part of which Bonds, designated Class "A", are for one thousand Dollars ($1000.) each, and a part, designated Class "B", are for five hundred Dollars ($500.) each, said Bonds in each class aforesaid being of an equal number, and to be numbered consecutively from one upwards, amounting in the aggregate to a sum not to exceed four million Dollars ($4000000.), and bearing interest at the rate of seven per cent per annum, payable semi-annually, the whole to be secured by a first mortgage on the entire franchises, rights and property of said Railroad Company, and which said bonds, except as to the variation in number and class above designated, are of the tenor and form following that is to say:

United States of America

State of Wisconsin.

No. Class A. $1000.

Milwaukee & Dubuque Railroad Company.

First Mortgage Bond.

Know all men by these Presents, that the Milwaukee & Dubuque Railroad Company is indebted, and promises to pay, to the bearer one thousand Dollars ($1000.) lawful money of the United States of America, on the 15th day of September A. D. 1899, or at ~~the~~ its option at any time after the 15th day of September A. D. 1884 in the manner provided in the Deed in Trust hereinafter mentioned, at ~~the~~ its office or agency in the City of Boston, Massachusetts, with interest thereon at the rate of seven per cent per annum payable semi-annually on the 15th days of January and July in each year at said office, or agency, on the presentation and surrender of the annexed ~~coupons~~ coupons, as the same severally become payable.

In case default in payment of such interest is made, and such default shall continue ~~for~~ six months after demand, the principal

of this bond shall became due and payable as provided by said Deed in Trust. This Bond is one of a series of first mortgage bonds of like tenor and date, issued and to be issued, as provided in said Deed in Trust, at the rate of not to exceed twenty five thousand Dollars ($25000.) per mile of the completed road of said company; a part of which Bonds, designated "Class A.", are for one thousand Dollars ($1000.) each, and a part, designated "Class B.", are for five hundred Dollars ($500.) each said Bonds in each class aforesaid being of an equal number, and numbered consecutively from one upwards, of all which said Bonds there is no priority of lien or payment by one over the other, amounting in the aggregate to a sum not to exceed four million Dollars ($4000.000.) and secured by a Deed in Trust in the nature of a mortgage made by the Milwaukee & Dubuque Railroad Company to Harrison Ludington trustee, covering its entire Railroad rights and franchises in the State of Wisconsin, together with all the property, appurtenances and equipments acquired or to be acquired by said Company as provided in said Deed in Trust. To be valid this Bond must have the certificate endorsed hereon signed by the Trustee in said Deed, or his successor in Trust. In witness whereof the said Company has caused its corporate name and seal, and the signatures of its President and Secretary to be hereto affixed, and the coupons hereto annexed to be executed by its Secretary by his fac-simile signature engraved and printed thereon, this 1st day of September A. D. 1879.

(seal)

President

Secretary.

Certificate endorsed.

The within is one of a series of first mortgage Bonds, issued and to be issued at the rate of not to exceed in the aggregate twenty five thousand Dollars per mile of said Company's road, a part of which designated "Class A". are for one thousand Dollars ($1000.) each, and a part designated "Class B." are for five hundred Dollars ($500.) each, all of which are secured by a Deed in Trust in the nature of a mortgage by the Milwaukee & Dubuque Railroad Company to the subscriber, as Trustee, dated the first day of September A. D. 1879, and duly recorded in the office of the Secretary of State of the State of Wisconsin covering all the Railroad property and franchises of the said Company. This Bond has been issued in accordance with the provisions of the said Deed in Trust, the requisite terms whereof have been complied with to authorize the issuing of the same.

} Trustee

Form of Coupon

$35.00 Class A.

The Milwaukee & Dubuque Railroad Company on the 15th day of July A. D. 1880 will pay to the bearer thirty five Dollars at its office, or its agency in the City of Boston, Massachusetts, on the presentation and surrender of this coupon, being six months interest on Bond No.

W. F. Dalrymple

Secretary.

Now, therefore, to secure the said Bonds to be made and issued by the party of the first part, and in consideration of the premises and of the sum of one Dollar paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold transferred and conveyed, and by these presents, does grant, bargain, sell, transfer and convey to said party of the second part, and to his successor in the Trust, its entire railroad track, right of way, depot grounds, rights, privileges, franchises, immunities, exemptions, machine houses, rolling stock, furniture, tools, implements, appendages and appurtenances, used in connection with its railroad in any manner whatever, now belonging to said party of the first part, or which may at any time hereafter belong to, or in any manner be acquired by it; To have and to hold the above granted rights and premisses and every part thereof, unto the said party of the second part, and his successor in the trust hereby created, for his only use, benefit and behoof. In Trust nevertheless, for the use benefit and security, as well of the parties of the first and second parts, as of all persons, natural or artificial, their respective executors, administrators, assigns or successors, who shall be, or become, the holders of all or of any one or more of the said Bonds of the party of the first part, upon the conditions, subject to the provisions and in the manner following; that is to say:

First. Nothing herein contained shall be so construed as to prevent the party of the first part from selling or otherwise disposing of any Municipal Bonds that may be issued in payment of subscriptions to its Bonds or Stock or from selling or disposing of any moneys, lands or other property received in payment therefor, or from collecting and appropriating towards the construction use and repair of its road all stock subscriptions, loans of money, lands or other property acquired, or that may hereafter be acquired, for that purpose; nor shall this Indenture be construed to include any lands or other property of the party of the first part not needed by it for Railroad purposes & which it may deem for its interest to sell or dispose of, provided however that the proceeds of the sale or disposition of such lands or property shall be faithfully applied to the payment of the

debts of said Company or be used in the construction and equipment of its road.

Second. Until default is made in the payment of the principal of any of the Bonds as provided herein, or of any interest that may accrue upon any of such bonds, or in any of the covenants & conditions herein contained, the said party of the first part shall be entitled to remain in the possession and use of all the rights, franchises and property hereby bargained sold or transferred, and to receive the income, rents, profits and issues thereof to its own use and benefit.

Third. That if said party of the first part shall well and truly pay according to the terms and conditions thereof, all the principal & interest upon the Bonds which it may make & issue in pursuance hereof, and shall observe, keep and perform all the conditions contained in them, and in this Indenture, then this Indenture, and all the estate, rights, franchises and property, hereby created passed & conveyed to the party of the second part, or his successor in the trust, shall became, and be, absolutely null and void, otherwise to remain in full force.

Fourth. In case the party of the first part shall fail to pay the principal, or any part thereof or any of the interest upon any of the Bonds issued hereunder, when the same respectively become due and payable according to the provisions thereof, when demanded, or shall fail to pay any taxes or assessments upon any part of the mortgaged premisses, or upon any of the Bonds issued hereunder, or upon said party of the second part or his successor in the trust or the holders of any such Bonds in respect thereof, or shall fail to keep and perform any covenant herein contained, and such default shall continue for six months then the principal of all the Bonds outstanding, shall, at the election of said party of the second part or his successor in the trust, become due and payable, and said party of the second part or his successor in the trust may and shall upon the written request of the holders of at least one half of the bonds then outstanding in person or by his attorneys or agents enter upon and take possession of all the mortgaged premisses, and have use and operate the same, and collect and receive all income, issues and profits thereof, and from them pay and discharge all expenses incurred thereby, and any expenditures deemed necessary in maintaining & operating said road.

Fifth. And said party of the second part or his successor in the trust, after so taking possession of said premises as aforesaid, and not before, may also in his discretion, sell or cause to be sold said mortgaged premisses, or so much thereof as shall be necessary to pay and discharge the principal or interest that may be due and unpaid upon said Bonds or any of them, at public auction, in the City of Milwaukee, Wisconsin, or in the City of Boston, Massachusetts, upon a notice of the time and place and terms of sale to be published at least six weeks, once in each week, prior to said sale, in two newspapers of good circulation in such of the above named cities, and elsewhere if deemed requisite or desirable, and upon such sale being made, said party of the second part, or his successor in the trust, shall execute and deliver to the purchaser or purchasers at such sale, good and sufficient deeds of conveyance of

all the property sold, which said conveyance shall pass to, and vest in, said purchaser or purchasers, a full valid and indefeasible title thereto, and to every part thereof.

Sixth. On said party of the second part, or his successor in the trust, possession of said premisses having been taken as above provided, and not before, may in his discretion, instead of selling in the manner aforesaid, foreclose the equitty of redemption of the party of the the first part and of other persons having any rights in the mortgaged premisses or parts thereof, including the rights and franchises appurtenant thereto, by due proceedings in any court having jurisdiction of the same.

Seventh. In case said party of the second part, or his successor in the trust, take possession of and operate said mortgaged premisses as above provided, the net proceeds arising therefrom, the aforesaid expenses & expenditures, together with a reasonable compensation for such management to said Trustee, being first paid, shall be by said Trustee or his successor in the trust, applied to the discharge of the unpaid interest upon said Bonds equally and without preference, and if sufficient to satisfy and discharge the same, then to the redemption and payment of the principal of said Bonds in the manner provided herein, or in such manner as shall by him be deemed fit and expedient.

Eight. In case of sale of the mortgaged premisses herein, in either manner above provided, the said trustee, or his successor in the trust, shall after payment of all expenses, including the expenses of the care & management of the said trust, apply the net proceeds of the sale to the payment of the Bonds then outstanding and the matured interest coupons, in full, if the same shall be sufficient; but if they are insufficient, then they shall be applied equally and without preference pro rata on the same; if there remain any ballance of said proceeds of sale after such payment, the residue shall be restored to the said party of the first part.

Ninth. At any sale of said mortgaged premises, wether made by virtue of the power herein contained, or by judicial authority, the said trustee, or his successor in the trust, may bid for and purchase or cause to be bid for, and purchased, the property so sold or any part thereof, in behalf of all the holders of the Bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, but in no case exceeding the whole amount of such outstanding bonds with the interest accrued thereon.

Tenth. None of the Bonds so to be made & issued by the party of the first part in pursuance of this Indenture, shall be binding as a security against the party of the first part, until the certificate endorsed thereon as indicated in the form of the Bond hereinbefore set forth, shall be subscribed by the said trustee or his successor in the trust, and until so subscribed, it shall not be secured by this indenture, but shall remain void.

Eleventh. Of the bonds hereby secured, only a number amounting to the sum of fifty thousand Dollars ($50.000.) shall be issued upon the execution and recording of this Indenture, and before any further work upon the line of the road of said party of the first part, is done; and upon the due execution hereof, and the recording of the same in the office of the Secretary of State of the State of Wisconsin, the said trustee, or his successor in the trust, shall subscribe the certificate endorsed on V Bonds to the said amount of fifty thousand Dollars ($50000.); that thereupon only such additional Bonds shall be issued before any further work upon the said line of the said road of the party of the first part, is done, as shall equal the value of the work already done and property already acquired, upon and for the said line of road to be estimated by a competent engineer, or engineers, chosen by the parties hereto; and that upon such value being estimated and ascertained, the said Trustee or his successor in the Trust shall subscribe the certificate endorsed on said Bonds to the amount of such ascertained value; that there after no additional Bonds shall be issued until said party of the first part shall have constructed and completed, ready for the running of trains, a section of its line of road of sufficient length to cover the amount of said Bonds already issued, computed at the rate of twenty five thousand Dollars ($25000.) per mile of such completed line of road. Upon such length of road being completed as aforesaid additional Bonds not exceeding the sum of twenty five thousand Dollars ($25000.) per mile, may be issued upon the construction and completion ready for the running of trains of each additional mile of said Companies road and such trustee, or his successor in the trust, upon the request of said party of the first part, and upon the production to him of the sworn certificate of the Chief Engineer of said Railroad Company, attested by the President and Secretary thereof, showing the construction and completion of each such mile of road as aforesaid, shall subscribe the certificate endorsed on bonds to the amount so requested, not exceeding the limit to the mile above specified.

Twelfth. At any time after the fifteenth day of September A.D. 1884, at the option of said party of the first part, the whole or any part, or number of the Bonds secured hereby and outstanding may be considered due and payable, and at the election of said party of the first part, may be called in, paid and redeemed, in manner following, that is to say: Upon the request of said party of the first part, the said trustee, or his successor in the trust shall designate by lot the numbers of the bonds of the several classes to the amount to be redeemed, and shall give notice to the party of the first part of the numbers so designated, and shall publish a notice in such public newspaper in such places and for such length of time, as in his discretion will be most likely to give notice to the

holders of such bonds, stating therein that such Bonds, of such a class, bearing such numbers, will be redeemed on presentation thereof with the unmatured coupons at a time and place therein to be designated, and thereupon such bonds shall become payable at the time and place so named, and the interest thereon shall cease from said time, unless upon being presented for payment, default be made in payment thereof, in which case interest will continue as provided therein. And the party of the first part shall furnish to said Trustee, or his successor in the trust, the necessary funds to pay and redeem the said bonds so designated and called in, upon their being presented for payment, and the said Trustee, or his successor in the trust, upon payment thereof shall immediately cancel the same and the unexpired interest coupons attached, and deliver them to the party of the first part, who shall destroy record thereof in a register provided for that purpose.

Thirteenth. And the party of the first part hereby covenants and agrees to & with the party of the second part and his successor in the Trust, that it will well and reasonably pay and discharge all the principal of, and interest upon the said Bonds issued pursuant hereto, and will also pay all taxes and assessments of every kind or description which may at any time be imposed or assessed upon said mortgaged property hereby conveyed, or upon all or any of the Bonds issued hereunder, or upon said party of the second part or his successor in the trust or upon the holders of any such bonds in respect thereto.

Fourteenth. And the said party of the first part further covenants, that upon the reasonable request of said party of the second part, or his successor in the Trust, it will make execute and deliver to him all and every further deed conveyance, transfer or assurance of the property rights & franchises hereby conveyed, or intended to be conveyed, or of any such as may hereafter be acquired by said party of the first part, for the better and more fully carrying into effect the objects and purposes hereof, as shall by said party of the second part, or his successor in the trust, or his counsel learned in the law be reasonably advised or required; and in addition will therein insert and make such other & further covenants and provisions, adding to, modifying, altering or rescinding those herein contained, as shall be mutually agreed upon by the parties hereto. And said party of the first part, the above mortgaged premises in the quiet and peaceable possession of the said party of the second part and his successor in the trust, against all and every person or persons lawfully claiming the whole or any part thereof, will forever warrant and defend.

Fifteenth. And said party of the first part hereby covenants and agrees that the Bonds issued pursuant to this Indenture, and the money or property obtained upon the security of the same, shall be faithfully applied to the payment for

work already done ~~and upon~~ property already acquired for the purposes of its Railroad, and for contructing, completing and equipping its line of road, and that due diligence will be exercised in accomplishing the objects and purposes of this Indenture.

Sixteenth. And it is further mutually agreed that upon the full payment of all the Bonds issued in pursuance hereof, with all the interest thereon, and the complete performance of all the covenants and conditions herein contained, all the estate rights franchises and title of the said party of the second part, or his successor in the trust, shall cease and become null and void, and thereupon he shall make due acknowledgement of satisfaction thereof in manner required by law so as to reinvest in the party of the first part, the full complete and absolute title of all the premises hereby mortgaged and conveyed.

Seventeenth. And it is further mutually agreed that the said party of the second part, and his successor in the trust, shall only be accountable for reasonable diligence in the management of the matters relating to this Indenture; and shall not be responsible for the act of any agent, servant or attorney employed by him, when such agent servant or attorney is selected with reasonable discretion and care, and that said party of the second part and his successor in the trust shall be entitled to receive reasonable compensation for all duties and services performed in the discharge of his trust as herein specified, and shall be paid all reasonable expenses and costs incurred in the employment of any agent servant or attorney in the discharge of the duties of the trust.

Eighteenth. And it is further mutually agreed + provided that said party of the second part, or his successor in the trust may resign and discharge himself of the trusts herein created, by giving to the party of the first part a notice in writing, stating his intention to resign at the end of sixty days from the delivery of such notice, and by publishing a copy of such notice in two papers of general circulation, published in each of the Cities of Milwaukee, Wisconsin and Boston Massachusetts at least once in each week for six successive weeks before the expiration of such sixty days; and thereafter by executing an instrument in writing under his seal, conveying and releasing to the successor in the trust who may be chosen or appointed as provided herein, all the right title + estate vested in him under this Indenture to have and to hold the same upon the trusts herein expressed, provided that until such conveyance is executed, the said trustee so conveying shall remain invested with the rights + interests of said trust and shall discharge the duties thereunder as provided herein.

And in case of such resignation by such trustee or in case of his death, or of any inability of such trustee to perform the duties herein provided, or if in any manner whatever there shall occur a vacancy in the office of such trustee, then the holders of any amount of the outstanding bonds equal to, or exceeding fifty thousand Dollars, may by a notice given by them and published in the same manner as last above stated, call a meeting of the holders of the Bonds then outstanding, to be held either in the City of

Milwaukee, Wisconsin or the City of Boston Massachusetts, at a place and time therein designated for the purpose of choosing a successor in said trust, and that such meeting a majority in interest of the holders of such Bonds, who are present or represented, may agree with the party of the first part its agent or attorney upon a suitable person to succeed to said trust and such person so chosen shall thereupon by virtue of this Indenture succeed to all the estate rights and duties herein of the party of the second part, and shall be deemed in all respects the trustee hereunder. And in case the aforesaid parties are unable to agree upon such person then upon the application of holders of outstanding Bonds to the said amount of fifty thousand Dollars, or over, any court of competent jurisdiction, sitting in the City of Milwaukee, Wisconsin, upon a written notice of ten days to said party of the first part, and a publication of such notice for two successive weeks once in each week in the newspapers aforesaid, may appoint a suitable person who shall thereupon succeed to the Estate, rights, powers + duties of the party of the second part, + shall be deemed in all respects the trustee under this Indenture.

In witness whereof the Milwaukee + Dubuque Railroad Company hath caused its name and seal to be hereto set and this Indenture to be signed officially by its President and countersigned by its Secretary; and the said party of the second part has hereunto set his signature and seal to signify his acceptance of the trust, the day and year first above written.

Milwaukee and Dubuque Rail Road Co.
by
H. M. Benjamin, President
W. F. Dalrymple, Secretary.
Harrison Eudington Trustee

(Corporate Seal)

Signed sealed + delivered in presence of
Geo H. Noyes
L. S. Dixon

State of Wisconsin } ss
Milwaukee County. }

Be it remembered that on the fifth day of September A. D. 1879 before me, a Notary Public, duly commissioned and authorized to administer oaths and take acknowledgements, came H. M. Benjamin President and W. F. Dalrymple Secretary, of the Milwaukee + Dubuque Railroad Company, who being by me duly sworn, did respectively, depose and say, that they are the President and Secretary of the said Railroad Company, that they know the seal of said Company, and that the seal affixed to the foregoing instrument was affixed by order of the Company, and is the corporate seal thereof, and that they signed their respective names thereto as President and Secretary by the like order; and they severally acknowledged the execution of the foregoing instrument to be their free

act and deed, and the free act and deed of said Company, for the uses and 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 the foregoing instrument.

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

Geo H. Noyes
Notary Public
Milwaukee County Wisconsin

(Notarial Seal)

State of Wisconsin } ss
Milwaukee County }

Be it remembered that on this tenth day of September A. D. 1879 before me a Notary Public, duly commissioned and authorized, personally came Harrison Gudington to me known to be the person who signed the foregoing instrument, and acknowledged that he executed the same as the party of the second part therein named, freely & voluntarily for the uses & purposes therein expressed.

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

Geo H. Noyes
Notary Public
Milwaukee County
Wisconsin

(Notarial Seal)

Received for record the 30th day of October 1879, 9 o'clock a.m.

H. J.

Menominee Railway Company.

Articles of Organization.

of the Menominee Railway Company.

Be it Known, That the undersigned with the intention of associating themselves together and forming a corporation for the purpose of constructing, maintaining and operating a Railroad for public use in the conveyance of persons or property under and by virtue of the laws of the State of Wisconsin, and more especially under and by virtue of Section 1820 of chapter 87 of the Revised Statutes of 1878 of said State of Wisconsin, have adopted and do hereby adopt Articles of Organization as follows.

Article First.

The corporate name of this corporation shall be: Menominee Railway Company.

Article Second.

The Railroad of this corporation is to be constructed and operated from a point on the boundary line between the States of Michigan and Wisconsin in the Menominee River opposite Section 11, Town 39, North Range 19 East of the 4th Principal Meridian, westerly to a point in Section 28, Town 40 North Range 18 East of the 4th Principal Meridian with such extensions and branches as shall be found necessary convenient or desirable in the transaction of its business.

Article Third.

The estimated length of the Railroad of this corporation is Eleven miles and the name of the county through or in which it is to be made is Marinette.

Article Fourth.

The capital stock of this corporation is and shall be one hundred and sixty five thousand dollars and shall consist of sixteen hundred and fifty shares of one hundred dollars each.

Article Fifth.

The names and places of residence of the Directors of this corporation who shall manage its affairs for the first year and until others are chosen in their places are

Albert Keep residing at Chicago, Ill.
Marvin Hughitt residing at Chicago, Ill.
J. B. Redfield residing at Chicago, Ill.
M. M. Kirkman residing at Chicago Ill.
C. C. Wheeler, residing at Chicago, Ill.

In Witness Whereof: We have hereunto set our hands and opposite thereto the number of shares of the capital stock of the said corporation which we

have agreed to take and do hereby severally subscribe for and agree to take.

Name	Residence	Number of Shares.
Albert Keep	Chicago. Ill.	Three hundred and Thirty
Marvin Knight	Chicago. Ill.	Three hundred and Thirty.
J. B. Redfield	Chicago. Ill.	Three hundred and Thirty
M. M. Kirkman	Chicago. Ills	Three hundred and Thirty
C C Wheeler	Chicago. Ills	Three hundred and Thirty.

State of Wisconsin } ss
Kenosha County. } ss

Albert Keep, Marvin Knight and J B Redfield, being severally duly sworn each for himself deposes and says: That he is one of the Directors named in the foregoing Articles of Organization. That the signatures thereto are genuine, and that it is intended in good faith to construct and maintain the railroad therein mentioned.

Albert Keep
Marvin Knight
J B Redfield

Subscribed and sworn to before me this 20th day of November A D 1879
Herbert M Theis
Notary Public

Notarial Seal.

Filed and recorded Nov. 21st 1879.

V

Mineral Point Railroad Company.

Resolution extending the Road.

At a special meeting of the directors of the Mineral Point Rail Road held at its office in the city of Mineral Point Wisconsin on the 2d day of December 1879 the following resolution was by said directors unanimously adopted.

Resolved that the Railroad of this company shall be extended from its present terminus in the city (late town) of Mineral Point northward to or near the village of Dodgeville in the town of Dodgeville in the county of Iowa Wisconsin and from thence in a westerly direction trough the said town of Dodgeville, the town of Linden to a point in the town of Eden in said County near the head waters of Blue River and on either sections twenty two (22), twenty three (23), twenty (24), twenty five (25), twenty six (26) or twenty seven (27) in township number six Range one East of the fourth principal Meredian; thence in a north westerly direction trough the said town of Eden and the town of Highland in said County of Iowa and trough the towns of Wingville, Castle Rock and Muscoda in the County of Grant in said State to a point in said town of Muscoda on the Wisconsin river west of the village of Muscoda a total distance of about thirty five miles.

That such extension shall be known and called the Northern division of the Mineral Point Rail Road and although to be and constitute a portion of the Rail Road of this Company yet all stock or bonds to be issued or debts to be contracted for or on account of the building, construction, Equipment, maintainance or operating of said portion of Rail Road northward from said city of Mineral Point to or near the said village of Dodgeville and from thence westerly and northwesterly as above indicated shall be solely and exclusively a charge lien or Encumbrance on the said extension; any such stock or bonds which may be issued on account of such building construction, Equipment, maintainance or operating of such extension shall be known named and denominated as the bonds of the Northern division of the Mineral Point Rail Road, the preferred Stock of Northern division of the Mineral Point Rail Road or the common stock of the Northern division of the Mineral Point Rail Road as the case may be.

And there shall be issued of such prefered stock the sum of ten thousand dollars per mile and of such common stock the sum of ten thousand dollars per mile.

All shares of stock to be of the par value of one hundred dollars per share. Said bonds to be issued in such sums, and of such par values as the board of directors of this company may determine upon.

But such stock and bonds to be issued as above provided shall not in any manner be a lien or charge on the Rail Road of this company or its Rolling stock Equipments right of way or property as now owned or controlled. The names and residences of the directors of this company who are

also to be the directors of the said Northern division of this company are as follows

Luther Boecher President Residence Detroit Mich.
George L. Beecher " " "
George W. Cobb Managing Director " Mineral Point Wis.
M. M. Cothren " " "
Calvers Spensley Secretary " " "

Signed.

Luther Beecher Residence Detroit Michigan who agrees to take five shares of Stock in such extension of said Rail Road

George L. Beecher Residence Detroit Michigan who agrees to take five shares of such stock

George W. Cobb Residence Mineral Point Wisconsin who agrees to take five shares of such stock

M. M. Cothren Residence Mineral Point Wisconsin who agrees to take five shares of such stock

Calvers Spensley Residence Mineral Point Wisconsin who agrees to take five shares of such stock.

Office of the Mineral Point Rail Road

Mineral Point Wis 2d December 1879

We Luther Beecher President and Calvers Spensley Secretary of the Mineral Point Rail Road do hereby certify that the above and foregoing resolution was unanimously passed and adopted by the board of directors of the said Mineral Point Rail Road at a meeting of said board held at the office of said company in the City of Mineral Point on the 2d day of December 1879. That the same was recorded in the proceedings of such meeting in the record book of said Rail Road and that we have compared such record with the original resolution above set forth and that the record thereof on the books of the company is a true and correct copy of such resolution

(Corporate Seal.)

Luther Beecher President of the Mineral Point R.R.
Calvers Spensley Secretary of the Mineral Point R.R.

Iowa County } ss

George W. Cobb, M. M. Cothren and Calvers Spensley being duly sworn each for himself says that the Signatures of Luther Beecher, George L. Beecher George W. Cobb, M. M. Cothren and Calvers Spensley to the above resolution are genuine and that it is intended in good faith to construct maintain and operate the Rail Road therein mentioned.

Subscribed & sworn to before me
this 2d day of December 1879

Geo W. Cobb
M. M. Cothren
Calvers Spensley

Cyrus Sawyer
Notary Public
Iowa County
Wisconsin

(Notarial Seal.)

Filed and recorded December 5th 1879.

Black River Railroad Company

Resolution extending Line of Road.

"Resolved"

That the line of the Black River Railroad Company be extended from its present surveyed terminus on Section 15 Township 24 Range 2 West Clark County Wisconsin Eastward to the village of Marshfield Wood County Wisconsin That the Counties trought which the said extention is intended to be made is the Counties of Clark and Wood and that the lenght of said extention will be 30 Miles—

I. N. H. Withee President and I R. F. Kounty Secretary of the Black River Railroad Company having its principal office at the village of Milleville Wisconsin—do hereby certify that the foregoing resolution was duly passed at a regular Meeting of the board of directors of said Railroad Company held on the 1st day of December 1879 and that said resolution is recorded upon the record book of said company and that the foregoing is a true copy as appears from said record—

Given under hands and the seal of said Company this 5th day of December 1879

(Corporate Seal)

N. H. Withee President
R. F. Kounty Secretary

Filed and recorded December 6th 1879.

✓

The Sheboygan and Fond du Lac Railroad Company.

Satisfaction of Mortgage.

Know All Men by these Presents. That We Henry L. Jagues and Mason Young both of the City and County of New York, in the State of New York being Trustees in a certain Mortgage or Deed of Trust executed by the Sheboygan and Fond du Lac Railroad Company, a corporation of the State of Wisconsin to said Henry L. Jagues and one John D. Yelverton (said Yelverton having deceased and the said Young having been duly appointed Trustee in his stead) said Mortgage or Deed of Trust bearing date on the 30th day of June A. D. 1864 and duly recorded in the office of the Secretary of State of the State of Wisconsin in Volume (2) two of Railroad Mortgages on pages 173 to 187 inclusive and which Mortgage conveyed to said Trustees, the Railroad property and franchises of the said Sheboygan and Fond du Lac Railroad Company to secure the payment of Seven Hundred and fifty (750) bonds of said Company each for the sum of One thousand ($1,000) Dollars with interest at the rate of seven per cent per annum for the purpose of discharging and releasing said Mortgage or Deed of Trust in the manner provided by the Statute of the State of Wisconsin do hereby certify that it has been made to appear to us that seven hundred and forty seven (747) of the seven hundred and fifty (750) bonds secured by the said Mortgage or Deed of Trust have been duly paid and satisfied by the production of said bonds to us duly cancelled; and as the other three of said bonds are believed to have been destroyed, and satisfactory security has been given to us for the payment of said three bonds in case same shall be presented for payment. We do therefore in consideration of the premises and of the sum of one Dollar to us in hand paid do hereby grant and remise, convey, release and quit-claim unto to the said Sheboygan and Fond du Lac Railroad Company and its assigns all the right, title, interest claim or demand whatsoever acquired by us in, trought or by the aforesaid Mortgage or Deed of Trust, together with all the appurtenances and privileges thereto belonging or appertaining.

Witness our hands and seal this Fifth day of December A.D. 1879.

In presence of
F. B. Jennings

Henry L Jagues (Seal)
Trustee

Mason Young (Seal)
Trustee

State of New York }
City and County of New York } ss: I Frederic B. Jennings a Notary Public in and for the City and County of New York, duly commissioned and sworn and

dwelling in said City do hereby certify that on this fifth day of December in the year eighteen hundred and seventy nine before me personally appeared at said City of New York Henry L. Jagues and Mason Young to me known to be the individuals described in and who executed the foregoing instrument and severally acknowledged to me that they executed the same—

In testimony whereof I have hereunto set my hand and affixed my official seal at the said City of New York the day and year last above written

(Notarial Seal)

Frederic B Jennings
Notary Public (8)
New York Co

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

I, Hubert O. Thompson, 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 Frederic B. Jennings whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed Instrument, and thereon written, was at the time of taking such proof and acknowlegment 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. I further certify that said Instrument is executed and acknowledged according to the law of the State of New York.

(official Seal.)

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court and County, the 5th day of Dec 1879.

Hubert O. Thompson Clerk.

Filed and recorded December 11th 1879. 9 o'clock A. M.

(No. 9.)

Chicago, St. Paul and Minneapolis Railway Company.

Deed of Release.

This Indenture, made the Eleventh day of December 1879, between William H. Leonard, of the State of New York, party of the first part, and John D. and Isaac V. Payzant, E. M. Drake, Michael Kerby, Geo. L. Lloyd, Adolph Kitzman, A. J. Messenger, Parmelia Burgess, Geo. Warren & Co., Charles Revoir, L. C. Jenkins, Delos S. Bump, North Western Lumber Co., Ole H. Johnson, Michael Caffrey, and N. C. Foster parties of the second part, Witnesseth: Whereas the Chicago, St. Paul and Minneapolis Railway Company, in and by a certain deed, bearing date the ninth day of May, one thousand eight hundred and seventy-eight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St. Croix Lake or River, in the State of Minnesota, opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St. Croix Lake or River, opposite said town of Hudson, to the city of St. Paul; and also including the lands granted by Congress to the State of Wisconsin; and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 Morgage Railway Bonds, constituting a second lien upon said lands granted by Congress as aforesaid, except that portion of said lands used for railway purposes; each of the said bonds being authenticated by a certificate endorsed thereon, and duly signed by the said Trustee, that such bond or obligation formed a part of the respective issues or series of bonds.

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

Whereas, also, the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St. Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at any time 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of five thousand seven hundred and twenty-one 20/100 Dollars, ~~received in First Mortgage Land Grant Income Bonds of~~ by 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 quitclaimed to the said parties hereto of the second part, their heirs and assigns, respectively, from the lien of the said Mortgage or Trust Deed, all and singular the following described pieces or parcels of land, situate in the said State of Wisconsin, and herein described according to the United States survey, viz.:

Cont. 3810. To John D. and Isaac V. Payzant: The North fractional Half (1/2) of the North East Quarter (1/4) and the North fractional Half (1/2) of the North West Quarter (1/4) of Section No. Three (3) in Township No. Twenty three (23) North Range No. Eleven (11) West, containing two hundred and two 74/100 (202 74/100) acres.

3776 To E. M. Drake: The South West Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirty three (33) in Township No. Twenty six (26) North Range No. Thirteen (13) West, containing forty (40) acres.

3830 To Michael Kerby: The South East Quarter (1/4) of the North East Quarter (1/4) of Section No. Thirty five (35) in Township No. Twenty nine (29) North, Range No. Fifteen (15) West containing forty (40) acres.

3824 To Geo. L. Lloyd: The South West Quarter (1/4) of the North West Quarter (1/4) and the West Half (1/2) of the South West Quarter (1/4) of Section No. Thirty one (31) in Township No. Twenty four (24) North Range No. One (1) East containing one hundred and seventeen 63/100 (117 63/100) acres.

3871 To Adolph Kitzmann: The West Half (1/2) of the South West Quarter (1/4) of Section

No. Fifteen (15) in Township No. Twenty eight (28) North, Range No. Ten (10) West, containing eighty (80) acres. —

Cash 3821 To A. J. Messenger: The North East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty one (21) in Township No. Thirty (30) North, Range No. Thirteen (13) West containing forty (40) acres —

#4094 To Parnelia Burgess: The East 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 —

#3900 To Geo. Warren & Co.: The West Half (½) of the North East Quarter (¼) of Section No. Twenty seven (27) in Township No. Twenty (20) North, Range No. One (1) West, containing eighty (80) acres.

#3938 To Charles Revoir: The South East Quarter (¼) of the South East Quarter (¼) of Section No. Seven (7) in Township No. Thirty (30) North, Range No. Eight (8) West, containing forty (40) acres.

#3838 To L. C. Jenkins: The North West Quarter (¼) of the South East Quarter (¼) of Section No. Fifteen (15) in Township No. Eighteen (18) North, Range No. Four (4) West containing forty (40) acres. To Delos D. Bumps: The South West Quarter (¼) of the South West Quarter (¼) of Section No. Three (3) in Township No. Twenty four (24) North, Range No. Ten (10) West, containing forty (40) acres. — To the North Western Lumber Co.: The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty five (25) in Township No. Twenty nine (29) North, Range No. Five (5) West containing forty (40) acres. —

#4058

#3983

#3807 To Ole H. Johnson: 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 three (23) North, Range No. Seven (7) West, containing One hundred and twenty (120) acres. — To Michael Coffney: The South East Quarter (¼) of the North West Quarter (¼) of Section No. Twenty five (25) in Township No. Twenty eight (28) North, Range No. Eighteen (18) West, containing forty (40) acres.

#4048

#3968 To Geo. Warren & Co.: The North West Quarter (¼) of the South East Quarter (¼) of Section No. Twenty three (23) in Township No. Twenty (20) North, Range No. One (1) West, containing forty (40) acres. —

#3994 To N. C. Foster: The West Half (½) of the South West Quarter (¼) of Section No. Eleven (11) in Township No. Twenty five (25) North, Range No. Five (5) West containing eighty (80) acres. —

containing in the aggregate Eleven hundred and twenty and 37/100 (1120 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 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 encumbrance 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.

Wm H. Leonard (L. S.)

Trustee

In presence of

R. Egerton

R. S. Pattison

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

On the twelfth day of December A. D. 1879 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 acknowledgement of Deeds &c., to be recorded, &c., in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

Official Seal.

Ransom S. Pattison

Commissioner for Wisconsin

Received for record December 17th 1879, at 11 o'clock A. M. H. S.

(No. 10.)

Chicago, St. Paul and Minneapolis Railway Company.

Deed of Release.

This Indenture, made the Eleventh day of December 1879. between William H. Leonard, of the State of New York, party of the first part, and R. D. Marshall William Moritz, Daniel Mills, Arnt Siverson, Geo. N. Green, Charles Kliety, Amos Elliott and Caroline Badlesback 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 seventyeight, did grant and convey to the said party of the first part hereto, as Trustee, the railway of the said corporation, which was formerly the railway of the West Wisconsin Railway Company, extending from Elroy, in the State of Wisconsin, to the west bank of the St. Croix Lake or River, in the State of Minnesota opposite the town of Hudson, in the State of Wisconsin, and the equipment, appurtenances, property, revenue, franchises and things in said deed of trust or mortgage mentioned, including certain leasehold rights upon a certain railroad extending from the St. Croix Lake or River, opposite said town of Hudson, to the city of St. Paul; and also including the lands granted by Congress to the State of Wisconsin, and by the said State to the West Wisconsin Railway Company, for the construction of said road, except so much of said lands as had been sold by the 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 indorsed thereon, and duly signed by the said Trustee, the said bond or obligation formed a part of the respective issues or series of bonds.

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

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

Whereas, also the said party hereto of the first part, as Trustee, is authorized by the sixth article of the said Trust Deed, to release from the lien and operation of the said Trust Deed any and all land thereby conveyed, provided that the net proceeds of any sale or sales shall in all cases be paid over to said Trustee by said Chicago, St Paul and Minneapolis Railway Company, previous to such release; and provided further, that the said bonds or obligations and the accrued interest thereon, shall at anytime 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 to the said parties of the second part hereto.

Now Therefore, this indenture witnesseth, that the said party of the first part hereto, in consideration of the sum of five thousand four hundred and eighty ($5480.00) 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:

Cont. 64171 To R. D. Marshall: The West Half(½) of the North West Quarter(¼) of Section No. One (1), the North fractional Half(½) and the South East Quarter(¼) of Section No. Three (3) all in Township No. Twentynine (29) North, Range No. Six (6) West, containing five hundred fifty eight 65/100 (558 65/100) acres.

64176 To William Moritz: The South Half(½) of the North East Quarter(¼) of Section No. One (1) in Township No. Twenty seven (27) North, Range No. Fifteen (15) West containing eighty (80) acres.

64180 To Daniel Mills: The North East Quarter(¼) of the North East Quarter(¼) the South Half(½) of the North East Quarter(¼) and the North West Quarter(¼) of Section No. Twenty three (23) in Township No. Twenty (20) North, Range No. Three (3) West, and North East Quarter(¼), the North Half(½) of the South East Quarter(¼) and the South East Quarter(¼) of the South East Quarter(¼) Section No. Twenty five (25) in Township No. Twenty (20) North, Range No. Four (4) West containing in all five hundred and sixty (560) acres.

64181 To Arnt Siverson: The South West Quarter(¼) of the South West Quarter(¼) of Section No. Twenty one (21) in Township No. Thirty (30) North, Range No. Eleven (11) West containing forty (40) acres.

" 64193 To Geo. N. Green: The North West Quarter(¼) of the North West Quarter(¼)

of Section No. Thirty five (35) in Township No. Twenty eight (28) North, Range No. Fifteen (15) West, containing Forty (40) acres.

4217 To Charles Klietz: The South East Quarter (1/4) of the North East Quarter (1/4) and the North East Quarter (1/4) of the South East Quarter (1/4) of Section No. Thirty three, (33) in Township No. Twenty eight (28) North, Range No. Fifteen (15) West, containing eighty (80) acres.

4220 To Amos Elliott: The South West Quarter (1/4) of the North East Quarter (1/4) the North West Quarter (1/4) of the North West Quarter (1/4) the South East Quarter (1/4) of the North West Quarter (1/4) the North West Quarter (1/4) of the South East Quarter (1/4) and the East Half (1/2) of the South East Quarter (1/4) of Section No. Nineteen (19) the West Half (1/2) of the North East Quarter (1/4) the North West Quarter (1/4) the East Half (1/2) of the South West Quarter (1/4) the South West Quarter (1/4) of the South West Quarter (1/4) and the South East Quarter (1/4) of Section No. Twenty one (21) all in Township No. Twenty one (21) North, Range No. Three (3) West, containing seven hundred and sixty four 80/100 (764 80/100) acres.

4221 To Caroline Buellesback: The North Half (1/2) of the South West Quarter (1/4) of Section No. Five (5) in Township No. Twenty seven (27) North, Range No. Seven (7) West containing eighty (80) acres.

containing in the aggregate two thousand two hundred and three and 45/100 (2203 45/100) 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 encumbrance 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.

Wm H. Leonard (L.S.)
Trustee

In presence of
R. Egerton
R. S. Pattison

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

On the eleventh day of December A. D. 1879. 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 acknowledgement of Deeds, &c., to be recorded, &c., in Wisconsin, William H. Leonard, to me personally known, and known to me to be the person who executed the foregoing conveyance, and acknowledged that he executed the same for the purposes therein mentioned.

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

(official Seal.)

Ransom S. Pattison
Commissioner for Wisconsin.

Received for record December 17th 1879, at 11 o'clock A.M. H.S.

Milwaukee, Lake Shore & Western
Railway Company.

Mortgage

to

William R. Sands & Henry B. Hammond, Trustees.

This Indenture, made and entered into this first day of August, in the year of our Lord one thousand eight hundred and seventy-nine, by and between the Milwaukee, Lake Shore and Western Railway Company, a corporation existing under and by virtue of the laws of the State of Wisconsin, of the first part, and William R. Sands and Henry B. Hammond, trustees, of the City, County and State of New York, of the second part.

Witnesseth: That whereas, pursuant to the provisions of the articles of association incorporating said Company, and of the General laws of the State of Wisconsin, and by virtue of the powers, rights and privileges therein conferred, the said Company, by its Board of Directors, at a lawful meeting thereof, did, by resolutions duly adopted and recorded in its minutes and records, authorize and direct the making, issuing and delivering a series of two hundred bonds of the party of the first part, to be numbered consecutively from one to two hundred inclusive, and no more, each of said bonds to be of the denomination of one thousand dollars, and the whole amounting to two hundred thousand dollars, and no more, each of said bonds to bear even date with this indenture, and the principal thereof to be payable in lawful money to the said William R. Sands and Henry B. Hammond, or bearer, in the city of New York, on the first day of August, one thousand nine hundred and nine, and to bear interest from the first day of August, A. D. one thousand eight hundred and seventy-nine, at the rate of seven per centum per annum, payable in lawful money, semi-annually, on the first day of every February and August after the date thereof to the date of the maturity of said principal sums, on the presentation and surrender of the several interest warrants or coupons therefor to be thereunto attached, which shall be made payable at the place aforesaid, to the bearers thereof respectively, and said bonds to be of the tenor and in the form as follows:

United States of America.
State of Wisconsin

First Mortgage Seven Per Cent, Bond of the Milwaukee,
Lake Shore and Western Railway Company,
Oshkosh Branch.

No. $1,000.00

Know All Men By These Presents: That the Milwaukee, Lake Shore and Western Railway Company, a corporation created and existing by and under the laws of the State of Wisconsin, owes, and for value received promises to pay to William R. Sands and Henry B. Hammond, or bearer in the city of New York, the sum of one thousand dollars in lawful money, on the first day of August, in the year one thousand nine hundred and nine, and interest thereon at the rate of seven per centum per annum in lawful

money, in the city of New York aforesaid, semi-annually, on the first days of February and August in each year, on the presentation and surrender of the several coupons hereto attached; and in case of the non-payment of any half yearly installment of interest which shall have become due and been demanded, and such default shall have continued ninety days after demand, the principal of this bond, and of all others of the series, of which this is one, shall become due in the manner and with the effect provided for in the trust deed securing the payment thereof.

This bond is one of a series of two hundred of the same tenor, amount and date, issued by the said Milwaukee, Lake Shore and Western Railway Company, numbered consecutively from one to two hundred inclusive, the payment of which is secured by a deed of trust or mortgage, bearing even date herewith, duly executed and delivered by the said Company, conveying the Oshkosh branch of its railroad, with its present and future equipments, property and franchises, as in the said deed of trust or mortgage mentioned, in which the said William R. Sands and Henry B. Hammond are trustees.

This bond shall be redeemable at any time at one hundred and five per cent. of the principal thereof, (the interest to be paid in full to the time of redemption), at the option of said Company, on six months' notice previously given by the publication thereof once a week during the said six months in some newspaper published in the city of New York.

This bond shall pass by delivery, but not become obligatory until it shall have been authenticated by a certificate endorsed hereon and signed by the trustees.

In Witness Whereof, the Milwaukee, Lake Shore and Western Railway Company has caused this bond to be attested by the signatures of the President and Secretary, and sealed with the corporate seal of said Company, the first day of August, in the year of our Lord one thousand eight hundred and seventy-nine.

(L. S.)

President.

Secretary.

Now, Therefore, be it Known, that for and in consideration of the premises, and the sum of ten dollars to the party of the first part duly paid by the parties of the second part, and in order to secure the payment of the principal and interest of the said bonds according to the tenor thereof, and the coupons thereto annexed, the said Milwaukee, Lake Shore and Western Railway Company has granted, bargained, sold, enfeoffed, assigned, conveyed and set over, and does by these presents grant, bargain, sell, enfeoff, assign, convey and set over unto the said parties of the second part, and to their successor or successors, in the trust herein and hereby created, all the lands, tenements, and hereditaments, rights, franchises, liberties, privileges, property, estates, chattels and things hereinafter designated and set forth, that is to say:

The branch railroad of the said party of the first part, leading from its junction with the main line of railroad at or near the village of Hortonville, in the county of Outagamie and State of Wisconsin, through and into the county of Winnebago, to the termination of said branch railroad in the city of Oshkosh, in said

County of Winnebago, in the State of Wisconsin, as the same is now partly built, surveyed and located, or as the same may be hereafter built, surveyed and located, subject to such changes, modifications and acquisitions as in the construction of the said road, and with due regard to the interests of the said party of the first part, shall be found advisable; the said line so located, or intended to be, being with side tracks, twenty-four miles in length, more or less, including all and singular the roadway and lands procured and acquired, or hereafter to be procured and acquired for road-bed, depot grounds, shops, within the termini aforesaid. Also all other lands acquired for the purposes of said branch railroad, within the termini aforesaid, or hereafter to be acquired therefor, either by ordinary purchase, or by donation or grant or otherwise.

Also all other property pertaining to said railroad, which shall have been acquired for use in constructing the same, or in any way is or shall be belonging or appertaining thereto of every kind and description, real, personal or mixed, which is now held or shall be hereafter acquired, except rolling stock to be used thereon including all rights of way, track, ties nails, side tracks, switches, turn tables, culverts, bridges, station, freight, engine and car houses; machine shops, water tanks and stations, machinery, tools, furniture, and all other rights, buildings, structures, superstructures, and property now belonging to, or which may hereafter be made, constructed, or acquired by the said party of the first part, or which now is or may hereafter be or become appurtenant to said railroad within the termini aforesaid except rolling stock to be used thereon.

Also all the tolls, incomes, rents, issues, and profits to be had from the said branch railroad; also all the chartered rights, privileges, liberties and franchises now possessed or which shall be hereafter acquired by the said party of the first part, or which now are granted or shall hereafter be secured to the party of the first part under the general laws of the State of Wisconsin, pertaining to the said branch railroad within the said termini aforesaid, as now completed, or hereafter to be completed, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, and the remainder and remainders, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, now possessed or hereafter to be acquired, of the said party of the first part, in and to the same and each and every part thereof with the appurtenances.

To have and to Hold the above described premises, property, liberties, privileges, franchises and appurtenances unto the said parties of the second part, and to their successor and successors in the trust hereby created, to the only proper use and behoof of the said parties of the second part, their successor and successors; in Trust, nevertheless, for the purposes and upon the trusts and conditions, and subject to the provisions hereinafter set forth, that is to say;

First. It is hereby provided, that until default shall be made in the payment of the interest upon said bonds, or in the payment of said bonds at the maturity thereof, or in the performance of the covenants and agreements

herein contained, to be kept and performed by the party of the first part hereto, and until the parties of the second part hereto shall be entitled to take possession and control, and shall take possession and control of the premises and property conveyed hereby, for the purpose of enforcing the lien created hereby, the said party of the first part, its agents, appointees and assigns, shall be entitled to have, hold, use, possess and enjoy the said premises hereby mortgaged, with the appurtenances, and to receive the incomes, rents, tolls, issues and profits thereof to its own use and benefit.

Second. If the said party of the first part, its successors and assigns, shall well and truly pay or cause to be paid, all the interest, as the same shall from time to time become due and payable upon said bonds, and shall pay the principal of said bonds at maturity according to the tenor and the true intent and meaning of said bonds, and shall keep and perform all the covenants and agreements herein contained to be kept and performed on the part of the said party of the first part, then and in that case this indenture shall be and become null and void, otherwise it shall be and remain in full force and virtue.

Third. That until default shall be made as aforesaid, the said party of the first part shall have the power to sell and dispose of such portions and so much of the lands and property hereby conveyed notwithstanding these presents, as shall be or become of no use in connection with said railroad, and as shall not be necessary or required to be retained for the convenience and use of the party of the first part; provided that the lien of this indenture shall not be released or discharged in respect to the lands or property so sold, until the purchase money or gross proceeds for such sale shall be paid to or received by the said parties of the second part, or their successor or successors, or until the approval of such sale or sales by the parties of the second part, their successor or successors, or by their duly constituted agent, shall be given in writing.

Fourth. That in case default shall be made in the payment of the interest of the bonds of said series, or of any of them, it shall be lawful for the parties of the second part hereto, their successor or successors, and they shall have power by their duly authorized agent to enter upon, take possession and control of the premises and property hereby conveyed or intended to be conveyed, or so much thereof as shall be sufficient for the purposes hereinafter expressed, and after public notice according to law, to be given as hereinafter directed, to sell in such proper and lawful place in the State of Wisconsin, as they shall designate, at such lawful times as they shall appoint, at public auction to the highest bidder for cash, so much of the said premises or property, and such portions as they may select, as shall be sufficient to pay the costs and charges growing out of the execution of the trusts hereby created, and all interest that shall then be due and in arrear upon the said bonds or any of them, as to which default shall have been made, and also to keep and perform the other covenant and agreements herein contained; and it shall be lawful for said parties of the second part, their successor

or successors, from time to time, upon the happening of subsequent defaults and as occasion may require, to again take possession of, readvertise and sell said premisses and property, or such parts or portions thereof as may be necessary, upon due notice thereof as aforesaid, until the whole of the same shall be sold and disposed of.

And in case default shall be made in the payment of the whole or any part of such interest, or of the principal of the bonds of said series, or any of them, and such default shall continue for the period of ninety days, and in case on or after the expiration of said default in respect to such interest, the said interest so in default, shall be demanded of the party of the first part, and shall not be paid, then, and in either case the whole principal of said series of bonds, and all unpaid interest thereon, shall thereupon be and become forthwith due and payable and collectible by suit at law or by foreclosure of this mortgage, in the same manner and with the same effect as if the said principal sum of said bonds had been made due and payable at the time any such default shall occur, and that no notice that said parties of the second part, their successor or successors in said trust, or the holders of said bonds elect so to consider said principal sum as due and payable, shall be necessary in order to make said principal sum thus immediately due, payable and collectible, anything to the contrary in said bonds or in this mortgage contained notwithstanding; and in case of any such default, thereby rendering the whole principal of the entire series of said bonds due and payable, then and in either of such cases it shall be lawful for the said parties of the second part their successor or successors, and they shall have power and are hereby authorized thereunto, to enter upon and take possession and control of all and singular the premises and property conveyed, or intended to be conveyed hereby, and each and every part thereof, and to sell the same and each and every part or parcel thereof, at such proper and lawful place in the State of Wisconsin as they may designate, and at such lawful time as they shall appoint at public auction to the highest bidder for cash, or so much and such portions thereof as shall be sufficient, and after paying all the costs and expenses incurred or to be incurred in the execution of the trusts hereby created, and the costs and expenses properly and reasonably chargable in respect of and incurred by said sale, to pay all that shall then be due and demandable upon each and every of said bonds for principal and interest, and also to keep and perform the other covenants and agreements herein contained.

And if the said party of the first part shall fail to pay the whole amount which shall be due and demandable on each and all of said bonds with interest, at or before the maturity of said bonds, the said parties of the second part, their successor or successors, shall have power, and it shall be their duty to take possession and control of all and singular the premises and property hereby conveyed, or intended to be conveyed, and each and every part thereof, and sell the same, or so much thereof as shall be necessary for the full execution of these trusts and the payment of said principal and interest, at

such lawful time and lawful and proper place in the State of Wisconsin as they shall appoint, at public auction to the highest bidder for cash, and after defraying the costs and expenses attending the execution of the trusts hereby created, and the costs and expenses of said sale, shall apply the balance of the proceeds of such sale, or so much thereof as shall be required, to the payment of whatever shall then be due and unpaid on said bonds, interest aforesaid and principal, and the performance of the covenants and agreements herein contained:

Provided, That before making any sale under and by virtue of the powers of sale contained in this Indenture the parties of the second part, their successor or successors, shall cause at least ninety days' notice thereof to be given by advertisement, at least once in each week, in one newspaper published in the city of New York, and in one newspaper published in the city of Milwaukee, in the State of Wisconsin, and in such other ways, if any, as they shall deem proper and necessary, and designate for that purpose, or as may be required by the laws of the State of Wisconsin; and in case of sale or sales as aforesaid of the whole or of any portion of the said premises and property by the said parties of the second part, their successor or successors in the trusts hereby created, as authorized in and by this Indenture, or by the laws of the said State of Wisconsin, they shall have power to execute and deliver all proper and lawful conveyances for the same, which shall vest all the title in and to the premises so sold and conveyed in the purchaser or purchasers thereof, and out of the money or moneys arising from such sales respectively, they shall retain sufficient for the purposes aforesaid, rendering the surplus, if any there be, to the said party of the first part, its successors or assigns.

Fifth. That the said parties of the second part, in the performance of the trusts hereby created, shall have power to appoint and employ competent and trustworthy agents or attorneys, one or more, whose acts, performed within the scope of the authority conferred upon them by the said parties of the second part, shall be as valid and effectual as if done by the parties of the second part directly.

And it is further provided, that all the powers, duties, rights and discretions conferred upon the said parties of the second part in and by this Indenture, and all the provisions hereof shall extend and be applicable to their legal successor or successors in the trusts hereby created, or the survivor of the said parties of the second part, should survivorship occur.

Sixth. It is hereby further expressly provided, that the said parties of the second part, their successor or successors, shall not be responsible or liable for the acts or defaults of any agent or attorney, who shall be by them appointed or authorized, nor shall they be liable for the consequence of any act or measure performed or consented to or approved by them in good faith, but shall be accountable for negligence or wilful misconduct.

Seventh. The said party of the first part hereby further covenants and agrees, that whatever the said parties of the second part, their successor or

successors, shall lawfully do in the performance and execution of the powers and trusts in and by this Indenture conferred upon them, shall be as valid, binding and effectual as if duly and directly done and performed by the said party of the first part; that it, the said party of the first part shall and will well and truly pay or cause to be paid, each and every of the bonds secured by this Indenture in lawful money, together with the semi-annually interest to become due thereon at the rate of seven per centum per annum in lawful money, at the time and place, and in the manner specified therein; and hereby further covenants that in case this mortgage should prove defective, or in the opinion of the said parties of the second part, their successor or successors, fail to become or remain a lien upon the property intended to be covered by this mortgage, or in case the said party of the first part shall hereafter receive or acquire lands or other property of any description whatever, within the termini aforesaid, upon which this indenture should and ought to become a lien according to the true intent and meaning hereof, and the said parties of the second part, their successor or successors, in behalf of the holders of said bonds shall deem it for their interest and shall request the same, then and in that case the said party of the first part, its successors or assigns, shall and will from time to time, and at all times hereafter, execute, acknowledge and deliver all and every such other mortgage and mortgages, deed and deeds of trust and deed and deeds of further assurance, covering and conveying the property so unaffected by the lien hereof, or so received and acquired, of a character and form sufficient in the law to give effect to the true intent and meaning hereof; that the said party of the first part is the owner of all and singular the property above conveyed, and has just right and lawful authority to convey the same and every part thereof in manner and form aforesaid; that the said party of the first part shall and will pay and discharge all taxes, license fees and other charges which are or hereafter may be lawfully levied upon the property herein described and hereby conveyed, or upon any part thereof, as and when the said taxes, license fees and charges shall become due and payable, and to protect and preserve the said property and every part thereof from liens and incumbrances which may be prior or superior to the lien created by this indenture, and to use the said mortgaged premises without waste; that in the event of a foreclosure hereof by reason of the breach of any of its covenants stipulations or conditions, the said party of the first part will pay, in addition to the taxable costs in the foreclosure suit, reasonable and customary solicitors or attorney's fees, as the same shall be allowed by the Court in which such foreclosure shall be had, and all reasonable and necessary expenses and disbursements of the said parties of the second part, their successor or successors, or their attorneys and counsel in and about such foreclosure suit; that it, the said party of the first part, hereby waives and releases the benefit of every exemption, stay, appraisement or redemption law, which has been or may hereafter be enacted, and that the above described premises and every part and

parcel thereof unto the said parties of the second part, their successor or successors, against all and every person or persons, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

In Testimony Whereof, the said Milwaukee, Lake Shore and Western Railway Company, the party of the first part, has caused this indenture to be subscribed officially by its President and attested by its Secretary, and its corporate seal to be hereunto affixed; and the said parties of the second part have also countersigned the same, the day and year first above written.

Milwaukee, Lake Shore and Western
Railway Company.

By F. W. Rhinelander
its President

Corporate Seal

Attest: Alfred L. Cary
Secretary of the Milwaukee, Lake Shore
and Western Railway Company.

Signed sealed and delivered in the presence of
D. G. Hooker
Burton Hanson

Countersigned.
Wm R. Sands H. B. Hammond
Trustees

State of Wisconsin, Milwaukee County. ss:

Be it remembered that on this Eleventh day of December, A.D. 1879, before me personally, came Frederic W. Rhinelander, President of the Milwaukee, Lake Shore and Western Railway Company, and Alfred L. Cary, Secretary of said Company, to me known to be the persons, who as such President and Secretary, executed the foregoing instrument and severally acknowledged the same as the act and deed of said Company.

Burton Hanson
Notary Public
Milwaukee County
Wisconsin

Notarial Seal.

Filed and recorded December 30th at nine o'clock A.M.
K + S.

North Wisconsin Railway Company
Mortgage
To
John Comstock President of the first National Bank of Hudson
St Croix County, Wisconsin

This Indenture, made the twenty ninth day of May one thousand eight hundred and seventy four between the North Wisconsin Railway Company of the one part and John Comstock, President of the first National Bank of Hudson, St Croix County Wisconsin of the other part,

Whereas, the North Wisconsin Railway Company (hereinafter referred to as the Company) is a corporation organized under and created by the laws of the State of Wisconsin, for the purpose of constructing, maintaining and operating a railroad from a point near the Saint Croix River or Lake between townships twenty five and thirty one, to be determined by the Board of Directors of the Company, to Bayfield on Lake Superior, fourteen miles of which road twelve from Hudson on said St Croix Lake between said townships, northerly toward said Bayfield has been heretofore constructed by the Company,

And Whereas, The legislature of said State did by chapter 126 of the General Laws of said State for the year 1874, approved March 4th 1874 grant to the Company all the right, title, and interest, which the said State then had or might thereafter acquire in and to the lands granted to said State by acts of Congress approved June 3, 1856 and May 5, 1864 to aid in the construction of a railroad from the Saint Croix River or Lake between townships twenty five and thirty one, to the West end of Lake Superior and to Bayfield, except those in and by said act granted to the Chicago and Northern Pacific AirLine Railway Company (the lands granted to said last named company being only that portion of the grant applicable to the branch road to Superior at the west end of Lake Superior) the said grant being for the purpose of enabling the said North Wisconsin Railway Company to complete the Railroad heretofore partially constructed by them from the Saint Croix river or Lake aforesaid to Bayfield, the said grant being however upon the express condition that the said Company should immediately proceed with the construction of the said road from the Saint Croix River or Lake aforesaid to Bayfield, and should construct so much thereof the first year as would with that already constructed make forty miles, and should construct not less than twenty miles each year thereafter, and should complete the said road within seven years,

And Whereas, it was further provided in and by said act that the said company should within sixty days from and after the passage of the same, file with the Secretary of State a resolution duly adopted by its Board of Directors accepting said grant of lands upon the terms

and conditions in said act contained and should also within said sixty days deposite with the State Treasurer a bond or undertaking with sureties to be approved by the Governor conditioned for the construction of said road as in and by said act required. —— And Whereas, The said Company did within said Sixty days file with said Secretary of state said resolution, and within the prescribed time did also deposite with the State Treasurer a bond in the penal sum of Six Hundred Thousand Dollars executed by the Company as principal, and by the principal shareholders of said Company, and sixteen responsible citizens of Saint Croix County aforesaid, as sureties, for the construction of said road as in and by said act of the legislature required, which said bond as to sureties, and in all respects was duly approved by the Governor of said State, —— And Whereas, the third section of said act in relation to the acquiring of title to said lands by said Company is as follows, viz;

"Section 3, The Governor is hereby authorized and directed upon presentation to him of satisfactory proof that the first forty continuous miles of said road have been completed in accordance with said acts of Congress and of this act to issue and deliver or cause to be issued and delivered to said company patents in due form from the said State for Five Hundred and twenty sections of said land and thereafter upon the completion of any twenty continuous miles he shall issue and deliver or cause to be issued and delivered to said Company patents in due form for two hundred sections of said land,

And Whereas, The Company has already commenced and proposes to continue the construction of said railroad as by the said act and the said Bond required,

And Whereas, The Company is authorized under and by the laws of Wisconsin to borrow on its Bonds any sum or sums of money which may be necessary for the constructing equiping and maintaining its railroad and and to mortgage its corporate franchises and property, or convey the same by deed of Trust to secure the payment of its said Bonds, or of any debt contracted by the Company,

And Whereas, The legislature of said State at its session of 1874 passed chapter 303 entitled "An Act to facilitate the execution of trusts in certain cases" in and whereby it was provided that follows;

Section 1. Any Railway Company which may have received or which may hereafter receive from the legislature ~~of the State~~ of Wisconsin any land grant or land grants heretofore made or which may hereafter be made to said State by the Congress of the United States to aid in the construction of any railway, may and is hereby authorized in order to raise the money with which to construct said road and to execute the trust assumed by said State by its acceptance of said grant or grants secure the payment of its bonds by a Mortgage or Deed of Trust of its

properly, real personal, and mixed, in possession or in expectancy owned at the time of the execution of said Mortgage or Deed of Trust or thereafter to be acquired including any and all the lands so granted to aid in constructing said road, and may in said Mortgage or Deed of Trust pledge to the Trustees of the Bondholders the avails of said bonds and the entire avails thereof, when earned by said Company and sold for the repayment of the money thus obtained on the credit of said grant for the construction of said road, and the execution of said trust so assumed by the State, and this present deed is framed in conformity with said last mentioned law, and with the other laws of said State upon the subject and is intended to operate as a security thereunder for the payment of the Bonds or obligations to be issued by the Company as hereinafter mentioned and is the deed in that behalf referred to in the form of bond or obligation hereinafter set forth. And Whereas, The Company has duly resolved for the purpose of raising the money with which to construct said railroad, and to equip the same in accordance with law, to exercise its said borrowing power by issuing and selling bonds or obligations of the amount of ~~the amount of~~ one thousand dollars each, and at such rate of interest and with such provisions as to redemption as hereinafter appears to the aggregate amount of twelve hundred thousand Dollars, and has by resolution of its Board of Directors, duly authorized and directed its President and Secretary to execute ~~and issue~~ in its corporate name and issue twelve hundred bonds to be designated as "First Mortgage Land Grant Sinking Fund Bonds" and for the purpose of securing the payment of the same to execute in its corporate name and deliver to John Comstock a Mortgage or Deed of Trust of the first sixty miles of its said railroad, and the property pertaining thereto of every name or description, including all lands to which the Company may acquire title under said acts of Congress and of the legislature of Wisconsin by reason of the construction of said Sixty miles of said road, and in and by said mortgage or Deed of Trust to pledge the payment direct to said Trustee the avails of said lands when earned and sold, and any profits arising therefrom before sale thereof, to be applied to the payment of said bonds and the interest thereon,

And Whereas, it is intended that each of the said Bonds or obligations shall be in the words and figures following, subject only to necessary variation as to the distinguishing numbers thereof to-wit;

United States of America
State of Wisconsin
North Wisconsin Railway Company
No— First Mortgage Land Grant Sinking Fund Bond #1000,

Know all Men by these presents that the North Wisconsin Railway Company is indebted to John Comstock, or bearer, in the sum of One

Thousand Dollars, which the said Company promises to pay to the said John Comstock, or to the bearer hereof on or before the first day of July in the year of our Lord One thousand eight hundred and eighty four at the Tenth National Bank in the City of New York ———— with —— interest ———— at the rate of Ten —— per centum per annum free and clear of any tax thereon or on account thereof to the Government of the United States payable semi annually on the first days of ~~July and~~ January and July in each year, at the said Tenth National Bank upon presentation and surrender of the annexed coupons as they severally become due and in case of default in the payment of any half yearly instalment of interest which shall have become payable and shall have been demanded by presentation at the said Bank of the Coupon therefor, and the continuance of said default for the period of six months after the maturity of such instrument, the principal of this Bond shall become due in the manner and with the effect provided in the Deed of Trust or Mortgage securing payment of the same hereinafter mentioned. This Bond is one of a series of Bonds, of like tenor and amount, numbered from one to twelve hundred both inclusive, amounting in the aggregate to Twelve Hundred Thousand Dollars, and the payment of each and all of which is equally secured by a Deed of Trust or Mortgage bearing date on the Twenty Ninth day of May A.D. 1874 —— duly executed and delivered by the said North Wisconsin Railway Company to the said John Comstock (Trustee) conveying the first sixty miles of the railroad of said Company, now constructed and hereafter to be constructed, and the equipments appurtenances property, revenues, franchises, and things in the said Deed of Trust or Mortgage mentioned, and described, and conveying also all the right, title and interest which the said Company now has or may hereafter acquire by reason of the construction of said Sixty miles of rail road or any part thereof, to such lands as may enure to said Company under the several acts of Congress and —— of the legislature of Wisconsin in said deed of Trust or Mortgage referred to, This Bond is entitled to the benefit of the sinking fund, and to all other benefits by the said Deed of Trust or Mortgage provided. It is agreed between the said Company and the holder of this Bond, that in case of any default in the payment hereof the said Company will waive, and does hereby waive the benefit of any extension stay or appraisement laws now existing, or which may hereafter be enacted. This Bond shall pass by delivery or by transfer on the book of the Company in the City of New York or wherever else the Company may keep transfer books After a registration of ownership certified hereon by the Transfer Agent of the Company no transfer ———— 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 to the effect that the same is properly issued.

In Witness whereof the said Company has caused its Corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Treasurer, and has also caused the Coupons hereto annexed to be signed by its Treasurer this day of May

President

Secretary

Now Therefore this Indenture Witnesseth, That in consideration of the premises, and of one dollar to the Company duly paid by the party of the second part, and in exercise of the Statutory powers in this behalf given to the Company as hereinbefore mentioned, the Company doth hereby grant bargain, sell, assign, convey and transfer unto the said John Comstock, and his successors as continuing Trustee, All and Singular, that portion of the line of said railway situate and being in the County of Saint Croix, Polk, Brown, and Burnett, or in either of said Counties in the State of Wisconsin beginning at the point of junction, with the Railway of the West Wisconsin Railway Company, in the town of Hudson, in said St Croix County, and extending from said point of junction Northerly Sixty Miles, fourteen miles of said road being now constructed from said junction northerly including all tracks and all right of way, depot grounds, and all depots, station houses, engines, machine shops, car houses, freight houses, grain houses, and grain elevators, wood houses, coal houses or other buildings, and all car shops, also all machinery, tools, implements now held or which may hereafter be acquired by said Company within ten years from the date hereof for use in connection with said Sixty miles of Railway including all locomotives, tenders, cars or other rolling stock or equipment acquired within said ~~three~~ ten years for use in connection with said Sixty miles of railway. Also all material and fuels for constructing, repairing, operating and replacing the said Sixty miles of railway, or any portion thereof, And including also all revenues, rates, tolls, sums of money and incomes arising or to arise from the said Sixty miles of railway, or any portion thereof; and also all corporate and other franchises, rights, and privileges, connected with relating to or in any manner essential to the beneficial use and enjoyment of said Sixty miles of railway, and other property hereinbefore described. And also all the right, title, and interest, which the said Company now has or may hereafter acquire in and to any and all lands which the Company may acquire under the said acts of Congress, and the said act of the legislature of Wisconsin by reason of the construction of the said Sixty miles of railway hereinbefore described (the extent and aggregate of which lands to which ~~to which~~ the

Company will become entitled by reason of the construction of said Sixty miles of railway being Four Hundred and Sixty Thousand, and Four Hundred acres) situate in the State of Wisconsin, together with all and singular the tenements hereditaments, rights, privileges, easements, and appurtenances to the said railway lands and premises hereinbefore expressed to be conveyed, or to them appertaining or in any way belonging, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues and profits thereof, and therefor. And also all the right, title, and interest, property, possession, claim and demand whatsoever as well at law as in equity of the Company of in and to the same and any and every part thereof, as hereinbefore described and set forth. ——

To Have and To Hold, all and singular the above mentioned and described railway, and lands, and all other the premises hereinbefore expressed, to be conveyed with the appurtenances unto and to the use of the said John Comstock, his successor or successors, for the trusts, intents, and purposes hereinafter declared

And for further carrying into effect the conveyance hereinbefore expressed to be made the Company doth hereby appoint the said John Comstock and his successor or successors, the Attorney of the Company, to ask enforce and receive payment and delivery of all and every the sums of money, goods, chattels, and effects, hereinbefore expressed, to be assigned, and to give perpetual releases, and discharges and for all or any of the purposes aforesaid, to appoint an attorney or Attorneys, an agent or agents, and from time to time to revoke such appointments and to use the name of the Company, and generally to act in relation to the premises as he shall see fit; And it is hereby agreed and declared that the said John Comstock and his successor or successors, shall stand possessed of and interested in all and singular the premises hereinbefore expressed to be conveyed upon and for the trusts, interests, and purposes following, that is to say;

Article First.

Until the Company or its successors shall make default in the payment of some principal money, or interest secured by the said bonds or obligations or some or one of them according to the tenor thereof, or of the coupons thereto annexed or of some money to be paid into the Sinking Fund hereinafter mentioned at the time or in the manner hereinafter appointed for the payment thereof, or shall make default or breach in the performance or observance, of any other condition, obligation or requirement by the said Bonds or obligations or by the present deed imposed on the Company, or its successors, the said John Comstock or his successor or successors (the trustee for the time being) shall permit and suffer the Company and its successors to possess, manage, operate, and enjoy the said railway, with its equipments, and appurtenances and other the lands and premises property and franchises hereinbefore described and to receive, take and use the tools, incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this deed had not been made.

over

Article Second,

If and whenever the Company or its successors shall make any such default in payment as mentioned in the last preceding article and ~~such default in payment as mentioned in the last preceding article~~ and such default shall continue for the period of Six Months; or if and whenever the 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 the period of Six months, then and in either of such cases, it shall be lawful for the said John Comstock (hereafter referred to as the Trustee) personally or by his attorneys or agents to enter into and upon, and take and possess all and singular the railway lands and premises hereinbefore expressed to be conveyed or any of them, or any part, or parts, thereof respectively, and to hold and use the same, and to work and operate by his 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, all such repairs and replacements and such usual alterations, additions and improvements thereto as may seem to him to be judicious or convenient, and to collect and receive all tolls, freights, incomes, revenues, rents, issues and profits, of the said railway lands, and premises, and of every part and parcel thereof, and after deducting and defraying the expenses of working and operating the said railway and conducting the business thereof, and all expenses incurred in the holding and management of said lands, and of all the said repairs, replacements, alterations additions, and improvements, and all payments which may be made for costs assessments charges or liens prior to the lien of these presents upon the said premises (except the said lands they being ——— exempt) and all other expenses and outgoings whatsoever incurred in relation thereto, as well as just compensation for his own services, and which he is hereby authorized to retain and take and for the services of such attorneys and Counsel and all other Agents and persons as may have been by him employed, the said Trustee (for the time being) shall apply the moneys arising from such collections and receipt as aforesaid in or towards the payment of interest on the said Bonds or obligations in the order in which the said interest shall have become due ratably to the persons holding the (and after payment all interest)
Coupons evidencing the right to such interest, which shall have become due and shall apply to the residue of the said moneys in or toward the payment of the principal of such of the said Bonds or obligations, as may be at that time outstanding and unpaid ratably, and without discrimination or preference and if after satisfaction thereof a surplus shall remain shall pay over such surplus to the 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 the said Railway and premises, it shall be lawful for him to demise or let the said railway and premises 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 said Trustee shall deem best and most expedient, and the said Trustee shall apply the revenue or income to arise from such service or letting in the same manner as the nett revenue or income to arise in the event of such railway and premises being worked and operated by the said Trustee is applicable under the provisions immediately hereinbefore contained.

Article Third

In case any such default shall be so made and shall so continue as aforesaid it shall likewise be lawful for the said Trustee either after such entry as aforesaid, or other entry, or without entry personally or by his attorneys or agents to sell and dispose of all and singular the railway, lands and premises hereinbefore ~~expressed~~ referred to to be conveyed or any of them, or any part or parts thereof, respectively, either together or in parcels by public auction in the City of New York or at such place within the State of Wisconsin as the said Trustee shall designate and at such time as he may appoint with power upon any such sale to make any stipulations as to title or evidence of title or form of conveyance or payment of the purchase money by instalments or otherwise or any other stipulations with reference to such sale as the said Trustee may think proper and also with power to buy in or rescind or vary any contract for sale and to re-sell without being answerable for any loss occasioned thereby, Provided Always, That before any such sale the said Trustee shall give 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 of general circulation published in the City of New York, Boston and Chicago, as well as in one or more newspapers published in the County of Saint Croix, and it shall be lawful for the said Trustee to adjourn the said sale from time to time in his 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 it shall be lawful for the said Trustee to make and deliver to every purchaser at any such sale such good and sufficient deed or deeds in the law for the assurance and conveyance of the property purchased, in fee simple or an equivalent estate, according to the nature of such property as the said Trustee shall think fit. ——

"And it is hereby agreed and declared that every sale made or purporting to be made under this power (notwithstanding any irregularity in and about the same) be a perpetual bar both at law and in equity as against the Company, its successors and assigns, and all other persons claiming or to claim the said premises or any part or parcel thereof by from through or under the Company, its successors or assigns, and after deducting and defraying from and out of the proceeds of such sale just allowances for all

expenses thereof, including Attorneys and Counsels fees, and all other expenses, advances or liabilities, which may have been made or incurred by the said Trustee in respect of the said lands or any part or parcel thereof, or in operating or maintaining the said railroad or any part thereof, or in managing the business thereof while in his possession, and in arranging for and completing the sale aforesaid, and all payments which may have been made by him for taxes, or assessments, and for charges or liens prior to the lien of these presents on the said premises or any part thereof, and all other expenses and outgoings whatsoever incurred in relation thereto, as well as compensation for his own services as aforesaid, the said Trustee shall apply the nett residue of such proceeds on or towards the payment of the principal of the said Bonds or obligations as may be at that time unpaid whether or not the same shall have previously become due out of the interest which shall at that time have accrued, due 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 payment of the same in full a surplus should remain, shall pay over such surplus to the Company, its successors or assigns, or as any Court of competent jurisdiction shall order. And it is hereby declared and agreed that the receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises which shall be sold as aforesaid 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 the application of such purchase money, upon or for the trusts or purposes of these Presents, or be in any manner whatever answerable, misapplication or non-application of such purchase money or of any part thereof, or be obliged to enquire into the receipts or expediency or authority of or for any such sale

Article Fourth

At any sale of the aforesaid property, or of any part thereof whether made by virtue of the power herein granted, or by judicial authority the Trustee may in his 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 or obligations secured by this Instrument, and then outstanding in the proportion of the respective interests, of such Bond holders 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 such price or sum as after deducting all such allowances, expenses, charges, liabilities, payments and outgoings as may be payable out of the purchase money in preference or priority to the said Bonds and the interest thereon shall suffice to pay and satisfy the whole amount of such Bonds or obligations then outstanding with interest accrued or obligations secured by this Instrument, and then outstanding in the proportion of the respective interests of such Bond holders 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 such price or sum as after deducting all such allowances expenses, charges, liabilities, payments, and outgoings as may be payable out of the purchase money in preference or priority to the said Bonds

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~~or obligations then outstanding with interest accrued~~ due thereon.

Article Fifth.

In case the Company or its successors shall make default in the payment of any interest or any of the said Bonds, or obligations, and according to the tenor thereof, or of the coupons thereto annexed, the payment of such interest having been demanded by presentation at the said Bank of the Coupon therefor, and such default shall continue for six months after such demand, then and thereupon the principal of all the said Bonds or obligations shall become at the election of the said Trustee, to be signified to the Company or its successors, by writing under his hand, become immediately due and payable. Provided Nevertheless, that at any time after such default shall have been so made, and shall have so continued as aforesaid, it shall be lawful for a majority in interest of the existing Bondholders for the time being, by an instrument under their hands and seals to direct the said Trustee either to forthwith exercise his said power of declaring the principal of the said Bonds or obligations due and payable, or to waive the exercise of the same power (if unexercised) or to withdraw and annul the exercise thereof (if exercised) either or absolutely or with the consent of the Company or its successors upon such terms as may be directed by the said majority, by the same instrument: And it is hereby provided, that no action by the said Trustee, or by the Bondholders under this Article shall prejudice or effect the powers or rights of the said Trustee or the Bondholders thereunder in the event of any subsequent default.

Article Sixth

The net proceeds of any and all sales of lands to which the Company (subject to this present Deed) has now acquired or may hereafter acquire title under the said act of Congress and of the said act of the Legislature of the State of Wisconsin, by reason of the construction of the said sixty miles of railroad aforesaid, or of any part thereof, shall be paid over by the Company immediately upon the receipt thereof to the Trustees. Provided However that when the sums so paid over shall amount in the aggregate to an amount sufficient to provide for the redemption of all said bonds or obligations, and for the payment of interest thereon in the meantime, after the rate and in the manner aforesaid or when the said Bonds or obligations shall have been all redeemed or fully paid and satisfied then the payments required by this Article shall cease and All moneys realized from the sale of the timbers whether pine, or hard wood standing or growing upon any of said land, or arising from or growing out of the sale of permits to cut and remove said timber, or any portion thereof, shall likewise be paid immediately over to said Trustee in like manner, and for the same purpose as is hereinbefore in this Article provided as to the net proceeds of the sales of said lands, the said payments of moneys derived from the sale of timber and permits to cease when the

payment of moneys arising from the sales of lands cease as herein before provided. Provided however, that no such ~~such~~ sales of timber or permits shall be made by the Company without the written consent of the Trustee for the time being, said consent to be endorsed upon said contract of sale and on said permit. —— The moneys paid to said Trustee as herein before provided in this Article shall be applied by him from time to time, and whenever the amounts so received shall have accumulated in his hands to the extent of twenty five Thousand Dollars, ~~applied~~ to the purchase of said Bonds or obligations at the then market value thereof, not exceeding par and interest, such purchases to be made after notices published daily in one or more newspapers published in the City of New York, and in such other newspapers as the Trustee shall deem best, for not less than ten days prior to such purchases, at the lowest price or prices at which the said Bonds or obligations may be offered pursuant to such notice or advertisement, or at such lower price or prices as the said Trustee may be able to agree upon, after such notice or such purchases may be made in the discretion of said Trustee at the Broker's Board in the City of New York or at any public sale in said city. Provided, however that the said Trustee shall not, without the consent of said Company purchase or redeem any of said Bonds or obligations at a price exceeding in lawful money of the United States the nominal or par value thereof, with the interest accrued thereon, It is however expressly understood that the Company may at its option, in lieu of paying over to the said Trustee the proceeds of said sales of lands or of timber or permits as hereinbefore indicated, deliver to the Trustee the said Bonds or obligations to an amount at the nominal or par value thereof, equal to the amount so received by the Company from the said sales of land, timber or permits, which said Bonds or obligations when so delivered to said Trustee shall be cancelled by the said Trustee and surrendered to the Company or its successors.

Article Seventh.

The said Trustee shall have full power and authority upon the request of the Company to convey by way of release or otherwise to the person or persons designated by the Company or its successors any of the lands which the Company may acquire by reason of the construction of said Sixty miles of railroad under the said acts of Congress and of the legislature of Wisconsin aforesaid, and to release from the operation of these presents all or any portion of said lands in such manner as he shall be advised: it being distinctly understood that the countersigning by said Trustee of any contract of sale by the Company of any of said lands or of any deed of any of said lands executed by the Company shall have the effect to release and fully discharge the said lands in said contract of sale, or Deed described from the lien of these presents. Provided however that the said Trustee shall not countersign any such contract of sale or Deed until he shall have received the net proceeds of the money paid thereon by the purchaser or purchasers of said land

or the equivalent therefor in the said Bonds or obligations, at their nominal or par value thereof, with accrued interest as provided in the preceding article. The Trustee shall have full power in his discretion upon the written request of the Company or its successors to convey by way of release or otherwise to the persons designated by the Company or its successors, any lands acquired or held by the Company for the purpose of stations, depots, shops or other buildings, and to convey or release as aforesaid upon like request any lands or property which in his judgment shall not be necessary for use in connection with said railway, or which may have been held for a supply of gravel or other material, and also to convey or release as aforesaid upon like request any lands not occupied by the track which may have become disused, by reason of a change of the location of any station house, depots, shop or other adjacent buildings connected with the said railway or any part thereof, and any lands not occupied by the track and adjacent to such station house, depot or other building as the Company may deem 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 his judgment shall have become expedient and to make and deliver the instruments necessary or proper to carry the same into effect: but any lands which may be acquired for permanent use or otherwise, in substitution for those so released, shall be held by the said Company subject to the lien of these presents and the proceeds of all lands released as aforesaid which shall not be applied in purchase of others in substitution or be necessary for that purpose shall be paid over to the said Trustee for the use and benefit of the Sinking Fund aforesaid to be by him applied as in Article Sixth hereof provided, and the said Trustee shall also have full power to allow the Company or its successors 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 said Sixty miles of railway, as may have become unfit for such use replacing the same by new which shall be subject to the lien and operation of these presents.

Article Eighth.

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 Company or its successors herein specified in the manner and subject to the qualification of Bondholders herein required as follows, First. If the Company or its successors shall make default in the payment of some principal money or interest secured by the said Bonds or obligations, or some one of them according to the tenor thereof or of the coupons thereto annexed, or of some money to be paid into the Sinking Fund herein before mentioned at the time or in the manner

hereinbefore appointed for the payment thereof, then and in such case upon a requisition in writing signed by any holder or holders of said bonds or obligations to an aggregate amount of not less than one hundred thousand dollars and a proper indemnification by such holder or holders to the said Trustee against the costs and expenses to be by him 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 he being advised by Counsel learned in the law, shall deem most expedient for the interests of the ~~bond~~holders of the said Bonds or obligations, Provided Nevertheless that it shall be lawful for a majority in interest of the existing Bondholders for the time being by an instrument under their hands and seals to direct such Trustee to waive such default upon the actual payment of the money, the subject of such default with interest thereon, and the expenses incurred by reason thereof, And it is hereby provided that no action taken by the said Trustee, or by the Bondholders under this clause shall prejudice or affect the powers or rights of the said Trustee or of the Bondholders thereunder in the event of any subsequent default. Secondly, If the 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 obligations or by the present deed imposed upon the Company or its successors then and in such case the said Trustee may in his discretion enforce, and upon the direction in manner aforesaid of a majority in interest of the existing Bondholders for the time being, and by a proper indemnification by such majority to the said Trustee against the Costs, and expenses to be by him incurred it shall be the duty of the said Trustee to enforce the rights of the Bondholders under these presents in the manner by the first clause of this article provided, subject to a power for such majority at any time to direct in manner aforesaid the said Trustee to waive such default or breach upon adequate reparation therefor, to the satisfaction of such majority being made, And it is hereby provided that no action taken by said Trustee or by the Bond holders under this clause shall prejudice or effect the rights of the said Trustee or of the Bondholders thereunder in the event of any subsequent default or breach

Article Ninth, Subject to the security hereby created for the due payment of the Bonds or obligations and the principal moneys and interest thereby secured and for the performance and observance of the conditions, obligations, and requirements thereby or by the present deed, imposed on the Company and its successors, the 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 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 said Trustee shall re-convey all and singular

the said property premises, and effects to the Company, its successors and assigns as it may direct-

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; and whenever any vacancy shall or may be created a majority of the existing Bondholders for the time being shall have the right to appoint or elect a successor or continuing Trustee, and the acceptance of such appointment or office in writing shall immediately and by force of such appointment or election and acceptance, vest authority in said new Trustee as fully and completely in all respects as if he had been herein named as a party of the second part- And it is hereby agreed the said Trustee of these presents, or his successor or successors, may resign and discharge himself of the trusts created by these presents by notice in writing to the Company or its successors three months before such resignation shall take effect, or such shorter time as the said Company or its successors may accept as adequate notice and upon the due execution of the conveyances hereinafter required, And it is further hereby declared and agreed, that if the said Trustee or any successor to him in said trust shall so resign as hereinbefore provided, the said Trustee so resigning, shall immediately if required by the Company or by the new Trustee appointed or elected in his place as hereinbefore provided, execute and deliver to said new Trustee all such conveyances or other instruments as may be fit or expedient for the purpose of assuring the legal estate in the premises to the said new Trustee as to enable him efficiently and fully to execute the purposes of this Trust;

And if any Trustee for the time being of these presents shall become unfit or incapable to act in said trust, or shall wilfully and improperly refuse or neglect to perform and discharge his duties or any of his duties as such Trustee, he shall upon the written request of two thirds in interest of the Bond holders for the time being resign in writing his said office as Trustee, and if he refuses so to resign, his said office shall be declared vacant, and the Bondholders may as hereinbefore provided for filling vacancies, appoint or elect a Trustee in his place, and such appointment or election, and the acceptance thereof shall vest in said new Trustee all the rights powers, privileges, property and estate, without further assurance or conveyance, as are given by this Deed to the original Trustee hereof, as fully and effectually as though said new Trustee so elected or appointed had been named herein as a party of the second part.

And it is further agreed and provided that the said original Trustee and every Trustee appointed in his place as in this Deed hereinbefore provided shall during his continuance in this trust be entitled to appoint and employ one or more solicitor or solicitors, for and to act

on his behalf, and the cost, charges, and expenses of such solicitor or solicitors shall be paid by the Company or its successors, failing and neglecting duly and punctually to make such payments as aforesaid or any of them, then and so often as such failure or neglect shall occur the said payment or payments respectively, or the unpaid part thereof shall be forthwith made or paid by the said Trustee out of the trust estate as part of the expenses of administering the trusts of these presents, and the said John Comstock or other Trustee for the time being — whose solicitor or solicitors shall be entitled to such payment or remuneration as aforesaid, is hereby specially authorized from time to time to satisfy and retain the amount due to his solicitor or solicitors for the time being in respect of such payment or remuneration out of any part of the trust moneys or estate in his possession or power without obtaining the consent of the Company or its successors or of any person or persons whomsoever. And the Company does for itself and its successors hereby covenant with the said party of the second part, and his successor or successors, that the Company and its successors shall with all convenient speed the whole of the moneys received from the sale of said Bonds or obligations, and all moneys which shall come into the hands of the Company or its successors on account of or from the sales of land — as hereinbefore in this deed provided, solely and wholly in or to the construction completion and equipment of the said Sixty miles of railway and to the permanent work connected therewith, and to or for no other purpose whatsoever. And also that the Company or its successors shall and will duly and punctually pay and discharge all principal moneys and interest secured by the said Bonds and obligations according to the tenor and terms thereof, and of the Coupons thereto annexed, and will duly make all payments into the sinking Fund hereinbefore mentioned at the times and in the manner hereinbefore appointed for the payment thereof, and also shall and will duly and truly perform and observe all and every the conditions obligations and requirements by the said Bonds or obligations or by this present Deed imposed on the Company. And now hath power to grant assign and convey all and singular the said premises hereinbefore expressed to be conveyed unto and to the use of the said John Comstock, Trustee, and his successor or successors respectively. And also that (subject to the provisions as to entry hereinbefore contained) it shall be lawful for the said party of the second part, his successor or successors, to enter into and upon the said premises hereinbefore expressed to be conveyed or any of them, or any part thereof respectively, and the same thenceforth quietly to hold and enjoy, and to receive the revenues, incomes, rents

and profits without any lawful interception or disturbance by the Company its successors or assigns, or any other person, and that free and discharged from, or otherwise by the Company or its successors sufficiently indemnified against all estates, incumbrances, claims and demands of any nature or kind whatsoever, and the Company 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, his successor or successors, that whenever and as often as the Company or its successors shall hereafter acquire any lands or any equipments, or any other property or things of whatever nature or nature for use in connection with the said first Sixty Miles of its said railway hereinbefore described, or shall acquire any lands hereinbefore referred to by reason of the construction of the said Sixty miles of railway or any portion thereof, the Company, its successors, and assigns shall and will acquire, possess and hold the same and every part and parcel thereof upon and subject to the trusts of this Indenture until conveyance thereof in pursuance of the covenants next hereinafter contained shall be duly made and delivered to the said party of the second part, or his successor or successors in the trust by these presents created, and the Company 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 his successor or successors, that the Company and its successors shall and will from time to time execute, deliver and acknowledge all such further, deeds, conveyances and assurances in the law for the better assuring unto the said party of the second part his successor or successors, in said trust, upon the trusts herein expressed the said Sixty miles of railway, its appurtenances, equipments, franchises property and things hereinbefore expressed to be conveyed including all said lands to which the Company or its successors may acquire title under said acts of Congress, and the act of the legislature of the State of Wisconsin aforesaid by reason of the construction of said Sixty miles of railway or any part thereof, as by the said Trustee or his successor or successors for the time being of these presents or his counsel learned in the law shall be reasonably advised desired or required.

In Witness Whereof the said party of the first part has caused its corporate seal to be hereunto affixed and the same to be attested by the signatures of its President and Treasurer, and the said party of the second part has hereunto set his hand and seal to evidence his acceptance of the trust hereby created, the day and year first above written.

North Wisconsin Company Railway

John A. Kimball President

A. L. Clarke Treasurer
John Comstock Trustee (seal)

Signed, Sealed, and delivered and all erasures and interlineations made before signed in presence of
John C. Spooner
W. C. Baker

S & B,

Filed and recorded January 3d 1880 at 11.¼ o'clock A.M.

North Wisconsin Railway Company

Satisfaction
of Mortgage or Trust Deed given to John Comstock

Know all men by these Presents, that Whereas, The North Wisconsin Railway Company a corporation organized and existing under and by virtue of the laws of the State of Wisconsin did, heretofore, to-wit; in the year A. D. 1874, execute its corporate bonds known as "First Mortgage Land Grant Sinking Fund Bonds" for the sum in the aggregate, of ~~three~~ hundred thousand dollars each of said bonds being for the sum of one thousand dollars, payable to John Comstock, or bearer, on or before the 1st day of July in the year one thousand eight hundred and eighty four at the Tenth National Bank in the City of New York, with interest at the rate of ten per cent per annum, payable semi annually on the 1st days of January and July in each year, at the said Bank, upon presentation and surrender of the Coupons thereto annexed the said bonds being numbered from one to twelve hundred, both inclusive, and bearing date the 29th day of May A. D. 1874, and Whereas, the said Railway Company did on the 29th day of May A. D. 1874 to secure the payment of the principal and interest of said bonds, duly execute and deliver to the undersigned John Comstock of St Croix County Wisconsin, as Trustee its certain Mortgage or trust deed, in and by which it granted, bargained, sold, assigned, conveyed, and transfered unto me the said John Comstock, and my successor as continuing trustee, All and singular, that portion of the line of the railway of said Company, situate and being in the Counties of St Croix, Polk, Barron and Burnett, or in either of said Counties, in the State of Wisconsin beginning at the point of junction with the railway of the West Wisconsin Railway Company in the Town of Hudson in said St Croix County and extending from said point of junction northerly Sixty miles (fourteen miles of said road being then constructed from said junction northerly) including all tracks, and all right of way depot grounds, and all depots, station houses, engines, machine shops, car houses, freight houses, grain houses, and grain elevators, wood houses coal houses, or other buildings and all Car Shops; Also all Machinery, tools, implements, then held or which might thereafter be acquired by said Company within ten years from the date of said instrument for use in connection with said Sixty miles of railway, including all locomotives, tenders, cars, or other rolling Stock or equipment acquired within said ten years, for use in connection with said Sixty miles of railway; also all material and fuel for constructing, repairing, operating, and replacing the said sixty miles of railway or any portion thereof, and including also all revenues, rates, tolls, sums of money and income arising or to arise from the said Sixty miles of railway or any portion thereof, and also all corporate and other franchises, rights, and privileges, connected with relating to or in any manner essential to the beneficial use and enjoyment of said Sixty miles of railway and other property as aforesaid; And also all the right title, and interest which the said Company then had or might thereafter acquire in and to any

and all lands, which the Company might or should acquire under and by virtue of the acts of Congress and of the Legislature of the State of Wisconsin in said Mortgage or trust deed particularly referred to, by reason of the construction of said Sixty Miles of railway so described as aforesaid (the extent and aggregate area of the lands to which the Company would become entitled, by reason of the construction of said Sixty miles of railway, being in said mortgage or deed of trust stated to be four hundred and sixty thousand and four hundred acres situate in the State of Wis=consin) Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances, to the said railway lands, and premises therein expressed to be conveyed, as aforesaid, appertaining or in any way belonging, and the reversion and reversions, remainder and remainders, tolls, incomes, revennes, rents, issues and profits thereof and therefor, and also all the right, title, and interest, property, possession, claim and demand whatsoever, as well at law as in Equity of the said Company of in and to the same, and any and every part thereof, all of said property to be held upon and subject to the trusts in said Mortgage or trust deed declared and particularly set forth, which said Mortgage or Trust deed is duly recorded in the Office of the Secretary of the State of Wisconsin, in Volume 4 of Railroad Mortgages on pages 296 to 312 inclusive

And Whereas, the said John Comstock, the undersigned, duly accepted said trust and entered upon the discharge of the duties thereof, and has ever since continued to act and is now acting as such trustee his acceptance of said trust being evidenced by his hand and seal affixed to said Mortgage or Trust Deed, and his acknowledgement thereof, duly endorsed thereon, And Whereas, the said Mortgage or trust deed contained among other things, the following article, to-wit;

"Article Ninth. Subject to the security hereby created for the due payment of the bonds or "obligations, and the principal moneys and interest thereby secured, and for the performance "of the conditions, obligations, and requirements thereby or by the present deed imposed on "the Company and its successors, the 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 <u>In Trust</u> for the 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 "said Trustee shall reconvey all and singular the said property, premises, and effects, to the "Company its successors and assigns as it may direct" And,

Whereas, the said North Wisconsin Railway Company has this 31st day of December A.D, 1879, made it to appear satisfactorily to me that all of said Bonds and the interest thereon and on each thereof, have been fully paid, and satisfied, by producing to me the said twelve hundred bonds, with all the Coupons which were originally attached thereto and to each thereof, duly cancelled, all of which said bonds and Coupons were on the day last named destroyed, the same having been burned in my presence by Philetus Sawyer Prest, and John A. Humbird, Vice President, Officers of and representing said Company

And Whereas, the said Railway Company has requested me to reconvey to it pursuant to the provisions of said Mortgage or trust deed the property described and embraced by

the same, and to acknowledge the full payment, satisfaction and discharge of the said mortgage or trust deed.

Now Therefore, I John Comstock Trustee as aforesaid, of the City of Hudson, St Croix County Wisconsin, do hereby in consideration of the premises and of one dollar to me in hand paid by the said Railway Company, the receipt whereof is hereby confessed, grant, remise, convey, release, and forever quit claim unto the said The North Wisconsin Railway Company, its successors and assigns all the railway and other property, and franchises, hereinbefore mentioned, and all the property of every name and nature described and embraced in said Mortgage or deed of trust, and all the right, title, interest, claim or demand, whatsoever, as well at law as in equity, in, of and to the same, or any part thereof, acquired by me in, through or by the aforesaid mortgage or deed of trust, together with all the tenements, appurtenances reversions, remainders, tolls, incomes, rents, issues, and profits thereof, and of the whole thereof or thereunto in anywise belonging, appertaining or relating. Hereby acknowledging the full payment, satisfaction and discharge of said Mortgage or deed of trust, and of all lien or liens created thereby or arising thereunder, upon the property described therein, or upon any of the property of said Railway Company.

In Witness Whereof I have hereunto set my hand and seal this 31st day of December A.D, 1879

Signed Sealed and delivered in presence of
C.L. Catlin
John C. Spooner

John Comstock (Seal)
Trustee

State of Wisconsin } ss
St Croix County }

Personally came before me this 31st day of December A.D, 1879 the above named John Comstock to me known to be the person who executed the foregoing instrument and acknowledged the same

Charles L. Catlin Notary Public St Croix Co Wis

C.L. Catlin
Notary Public St Croix Co Wis

S & B

Filed and Recorded Jany 3rd 1880 at 11½ A.M.

North Wisconsin Railway Company.

Satisfaction of Mortgage or Trust Deed given to William R. Marshall

Know all men by these Presents, that Whereas, The North Wisconsin Railway Company did heretofore, to-wit; in the year 1872, execute and deliver to the Lake Superior Lumber and Land Company, its Corporate bonds for the sum of Sixty three thousand dollars, said bonds being Sixty three in number, for one thousand dollars each, bearing date on the 10th day of December 1872, payable to bearer, at the Fourth National Bank of New York in the City of New York, on the 1st day of December A.D, 1877, or at the option of said Company, at any time prior to the Maturity of said bonds, by giving twenty days notice to the First National Bank of St Paul of its desire so to do, said bonds bearing interest after date at the rate of ten per cent per annum payable semi annually on the first day of June and December of each year, and being numbered from one to sixty three each inclusive, and,

Whereas, the said Company did, on the 6th day of January A.D, 1873, to secure the payment of said bonds, execute and deliver to William R. Marshall, as Trustee, its certain Mortgage or trust deed, in and by which it granted, bargained, sold, released, and confirmed unto the said William R. Marshall and his successors, as continuing Trustee, upon the trusts in said mortgage or deed of trust set forth, all that portion of the line of the railroad of the North Wisconsin Railway Company, situate and being in the Counties of St. Croix, Polk, Barron and Burnett or either of said Counties, in the State of Wisconsin beginning at the point of junction with the railroad of the West Wisconsin Railway Company, in the Town of Hudson in the County of St. Croix and State of Wisconsin, and extending Northwardly on said line of said North Wisconsin Railway, Forty Miles, including all tracks, and all the right of way - depot grounds and all depots, station houses, engines, machine shops, Car houses, freight houses grain houses, grain elevators, wood houses, coal houses, or other buildings, and all Car Shops and machine shops. Also all Kinds of machinery and tools, then held or which might thereafter be acquired, within two years from the date of said instrument, by the said railway Company for use in connection with the said forty miles of road, including all locomotives, tenders, Cars, or other rolling stock and equipment, and all implements, fuel and material for the construction, operating, repairing or replacing the said forty miles of railroad; Also all franchises relating to said railroad then held or thereafter to be acquired by the said railway company, and also all rights, claims and benefits, in and to all leases, contracts and agreements, then made or which might thereafter be made with any parties whatever, together with all and singular the tenements and appurtenances, thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues, and profits thereof, and also all the estate, right, title and interest whatsoever, as well at law as in equity, of the said railway Company in and to the same; which said Mortgage or deed of trust was and is a first lien upon the property therein described and which said mortgage or deed of trust was duly recorded in the office of the Secretary of the State of Wisconsin on the 31st day of January A.D, 1873, in Volume 3 of Rail Road Mortgages

on pages 172 to 176, inclusive. And,

Whereas the said William R. Marshall duly accepted said trust and entered upon the discharge of the duties thereof and continued to act as such trustee until on or about the 15th day of March A.D, 1874, at which time he duly resigned the said trust, and his resignation thereof was duly accepted, And

Whereas, the said Mortgage or deed of Trust contained, among other articles and provisions the following, to-wit;

"Article 9. 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, and when- "ever any vacancy may be created a majority of the bondholders interested shall have the right "to appoint the successor or continuing Trustee, and the acceptance of such appointment "in writing, shall immediately, and by force of such written appointment and acceptance "vest authority in said new trustee, as fully and completely in all respects as if he had "been herein named as a party of the second part" And;

Whereas, on the 7th day of April A.D, 1877, a majority of the bond holders interested did pursuant to the provisions of said article 9, duly appoint in writing, under their seals, Alpheus B. Stickney of St. Paul, Ramsey County Minnesota — the undersigned — Trustee, in the place and stead, and as the successor of the said William R. Marshall, to fill the Vacancy created by his said resignation, and the acceptance thereof. And,

Whereas, said Alpheus B. Stickney did on said 7th day of April, duly accept said appointment in writing and did enter upon said trust and upon the discharge of the duties thereof and has so continued to act and is now the trustee of said mortgage or trust deed, a copy of which said appointment and acceptance is hereto annexed and made a party hereof, and,

Whereas, The North Wisconsin Railway Company, the party of the first part, in said Mortgage or deed of trust has, this 27th day of December A.D, 1879, made it to appear, satisfactorily to me that all of said bonds and the interest thereon, and on each thereof, have been fully paid and satisfied, by producing to me the said Sixty three bonds with the Coupons originally attached thereto and to each thereof, duly cancelled, and have requested me, as said trustee to reconvey the property described in said trust deed and to acknowledge the satisfaction and payment thereof,

Now therefore, I Alpheus B. Stickney Trustee, as aforesaid, in consideration of the premises and of the sum of one dollar to me in hand paid by the said Railway Company, the receipt whereof is hereby confessed, do hereby grant, remise, convey, release, and forever quit-claim unto the said North Wisconsin Railway Company, its successors and assigns all the railway and other property and franchises hereinbefore mentioned, and all the property of every name and nature described and embraced in said Mortgage or deed of trust, and all the right, title, interest, claim or demand whatsoever, in and to the same or any thereof acquired by me, in through or by the aforesaid mortgage or deed of trust together with all the tenements, appurtenances, reversions, remainders, tolls, incomes, rents issues, and profits thereof or tenements in anywise belonging, appertaining or relating, Hereby acknowledging the full payment, satisfaction, and discharge of said Mortgage or deed of trust,

In Witness Whereof, I have hereunto set my hand and seal this 27th day of December A.D. 1879.

Signed, Sealed and delivered in presence of
C.L. Collin
E.M. Van Duzee

Alphens B. Stickney Trustee (Seal)

State of Minnesota } ss
County of Ramsey }

Personally came before me this 27th day of December A.D. 1879, the above named A. B. Stickney to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Notorial seal Ramsey Co Minn)

E. M. Van Duzee
Notary Public
Ramsey Co. Minn

United States of America.

State of Minnesota } ss.
Secretary's Office }

The Secretary of State of the State of Minnesota, does hereby certify that E.M. Van Duzee whose signature appears to the annexed instrument, was, at the date thereof, a Notary Public in and for the State of Minnesota, residing in the County of Ramsey duly appointed and qualified, and empowered by the laws of this State; to administer Oaths, take Depositions Acknowledgements of Deeds, and other written instruments, and exercise all such powers and duties as by the Law of Nations, and according to commercial usages, may be exercised and performed by Notaries Public; --- that full faith and credit are due and should be given to his official acts as such Notary, that the said signature is believed to be genuine, and that the instrument to which this Certificate is attached is executed and acknowledged in accordance with the Laws of the said State of Minnesota.

(The Great Seal of the State of Minnesota 1858)

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in Saint Paul, this 27th day of December A.D. eighteen hundred and Seventy nine

J. S. Irgens
Secretary of State

(Copy)

Whereas, on the 16th day of January 1873, a deed of trust was duly executed and acknowledged by and between the North Wisconsin Railway Company a corporation organized and existing by and under the laws of the State of Wisconsin party of the first part, and Wm. R. Marshall of the City of St Paul and State of Minnesota, party of the second part to secure the payment of Sixty three bonds of one thousand dollars each issued by said party of the first part, and designated as First Mortgage Bonds, as in said Deed of Trust set forth, which said deed of trust was filed for record on January 31st 1873 and recorded in the Office of the Secretary of the State of Wisconsin in Volume B, of Rail Road

Mortgages on pages 172 to 176 inclusive, and which said deed of Trust was also filed and recorded in the office of the Register of Deeds of St Croix County, Wisconsin, on January 16th 1873 at 2. p.m. in Book "B" of Mortgages on pages 235, 236, 237, 238, 239 & 240,

And Whereas, said deed of trust contained among other provisions the following;

"Article 9. 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, and "whenever any vacancy may be created a majority of the bondholders interested shall have a "right to appoint the successor or continuing trustee and the acceptance of such appointment "in writing shall immediately, and by force of such written appointment and acceptance "vest authority in said new Trustee, as fully and completely in all respects as if he had "been herein named as a party of the second part,

And Whereas, the said William R. Marshall party of the second part in said deed of trust, and trustee therein and thereunder did on or about the 15th day of March 1874, duly resign his said trust and a vacancy was thereby created within the true intent and meaning of said article 9, above and in said deed of trust set forth which said vacancy still exists, — Now Therefore we the undersigned, holders of First mortgage bonds issued and secured in and by said deed of trust, being and who are a majority of the bond holders interested, do hereby appoint Alphens B. Stickney of St Paul, Ramsey County, Minnesota, trustee in the place and stead and as the successor of the said William R. Marshall and to fill the vacancy created as aforesaid in the said trust office and deed of trust, with all the rights powers, duties and obligations therein confirmed, imposed and especially set forth,

In Witness Whereof, we each of us have hereunto set our hands and seals the seventh day of April 1877

Signed Sealed & delivered by Jno L. Merriman and A. H. Wilder in presence of Same Swelan C. A. Broadwater

John L. Merriman owner of three bonds (Seal)
Amherst H. Wilder owner of nine bonds (Seal)
Horace Thompson owner of seven bonds (Seal)
J. W. Bishop owner of six bonds (Seal)
E. F. Drake owner of Seven bonds (Seal)

Signed sealed and delivered by Horace Thompson E. F. Drake and J. W. Bishop In Presence of S. B. McConnell C. W. Hamilton

State of Minnesota } Be it Known that on this 7th day of April
Ramsey County }

A.D. 1877 personally appeared before me John L. Merriman, Amherst H. Wilder, Horace Thompson, E. F. Drake, and J. W. Bishop and each in due form of law acknowledged that he executed the foregoing instrument freely & voluntarily for the uses and purposes therein expressed

(Notorial seal)

E. W. Ruff
Notary Public
Ramsey County

I Alphens B. Stickney, named and appointed trustee in the above and foregoing instrument do hereby accept said appointment and agree to exercise the powers,

and discharge the duties of trustee under said deed of trust as fully and completely as if I had been named as a party of the second part therein

Signed Sealed and delivered in Presence of
W. C. Hollister
E. W. Ruff

Alpheus B. Stickney [Seal]

State of Minnesota Ramsey County } ss

Be it Known that on this 7th day of April 1879 personally appeared before me Alpheus B. Stickney and in due form acknowledged that he executed the foregoing acceptance freely & voluntarily for the uses and purposes therein expressed

[Notarial Seal]

E. W. Ruff
Notary Public
Ramsey County

Received for record Jany 3rd 1880 at 11½ A.M.

84 08

North Wisconsin Railway Company

Mortgage.

This Indenture, made this first day of November, A. D. 1879 between The North Wisconsin Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, party of the first part, and the Central Trust Company of New York a corporation organized and existing under the laws of the State of New York, party of the second part witnesseth

Whereas, The said The North Wisconsin Railway Company (hereinafter referred to as "the Company") is authorized by the laws of said State to construct, maintain, and operate a railway from the St Croix River or Lake, to Bayfield, on Lake Superior, in said State, and the Company, proceeding in the exercise of said authority, has heretofore constructed and put in operation sixty consecutive miles of railway, commencing at a point of junction with the road of the Chicago: St Paul and Minneapolis Railway Company, known as "North Wisconsin Junction" about three miles and four tenths of a mile from the St Croix Lake in St. Croix County, and extending northerly towards Bayfield aforesaid, and is now engaged in constructing the fourth twenty-mile section of said railway, and intends to construct, equip, maintain and operate the said railway between the points herein above first mentioned, and in accordance with the laws of said State; and

Whereas, The Company is fully authorized and empowered by the laws of said State to borrow, from time to time, such sums of money, at such rates of interest, and upon such terms as the Board of Directors shall agree upon and authorize, as necessary or expedient, and to execute trust deeds or mortgages or both, as occasion may require, upon its railway or any part thereof, constructed or in process of construction, for amounts borrowed or owing by the Company, and therein to make provision granting, transferring or mortgaging their railway track right of way, depot grounds, rights, privileges, franchises, immunities, exemptions, machine houses, rolling stock, furniture, tools, implements, appendages and appurtenances, used in connection with said railway in any manner whatever, now belonging to said Company or which may hereafter be acquired by it, as security for any bonds or evidences of debt therein mentioned in such manner as the directors may think proper; and

Whereas, The Company, by its directors, has duly resolved, deeming it necessary and expedient, to exercise its said borrowing power by the issue and sale of its corporate bonds or obligations to the amount of ten thousand dollars per mile of its said railway, including the Sixty miles thereof now constructed and in operation, with such rate of interest, and such provisions generally as hereinafter appear; the said bonds to amount, in the aggregate, to the sum of ten thousand dollars per mile of completed road; and has by resolution of its Board of Directors, duly authorized and directed its President and Treasurer to execute in its corporate name, and issue, from time to time, as hereinafter provided, its bonds, to be designated as "First Mortgage Railway Bonds" limited to ten thousand dollars per mile of completed road, and for the purpose of securing the payment of the same, has directed its President and Secretary to execute, in its corporate name, and deliver to the Central Trust Company of New York, a mortgage or deed of trust, (bearing date on the first day of November A. D. 1879, of the railway of the Company now constructed, in process of construction, and hereafter to be constructed, and of its property generally — real, personal, and mixed — in possession

and in expectancy, excepting however all lands heretofore acquired, and hereafter to be acquired by grant from the State of Wisconsin, or the United States of America, to aid in constructing said railway (and not used in connection therewith) and also excepting the avails, rents, profits, issues, and proceeds of said lands; and

Whereas, Each of said bonds or obligations is to be in the words and figures following, subject only to necessary variations as to the numbers thereof, each of said bonds being for the some of one thousand dollars, to wit:

United States of America,
State of Wisconsin,
The North Wisconsin Railway Company.
No..... $1.000
First Mortgage Railway Bonds,
Limited to ten thousand dollars per mile of completed road,

1

Know All Men By These Presents, That The North Wisconsin Railway Company is indebted to the Central Trust Company of New York or bearer, in the sum of one thousand dollars, lawful money of the United States of America, which said Company promises to pay to the said Central Trust Company of New York or to the bearer hereof, on the first day of January, in the year of our Lord one thousand nine hundred and thirty, at the office or agency of said Company, in the City of New York.

And said Railway Company promises to pay interest thereon, in the meantime, from the first day of January A. D. one thousand eight hundred and eighty, at the rate of six per centum per annum, payable semi-annually, on the first days of July and January in each year at its office or agency in the City of New York, upon presentation and surrender of the annexed coupons as they severally become due; and in case of default in the payment of any half yearly instalment of interest, which shall have become payable, and shall have been demanded by presentation at said office or agency in the City of New York, of the Coupon therefor, and the continuance of such default for the period of Six months after the maturity of such instalment, the principal of this bond shall become due in the manner and with the effect and subject to the conditions provided in the deed of Trust or mortgage securing payment of the same hereinafter mentioned,

It is agreed between the said Company and the holders of this Bond, that in case of any default in the payment hereof, the said Company will waive and does hereby waive the benefit of any extension, stay or appraisment laws now existing or which may hereinafter be enacted,

This bond is one of a series of bonds, the payment of each and all of which, together with the interest thereon, without reference to the time when said bonds shall be actually issued, is equally secured by a deed of trust or mortgage bearing date on the first day of November A. D. 1877 duly executed and delivered by the said North Wisconsin Railway Company, to said Central Trust Company of New York, Trustee, conveying the railway of the said Company now constructed, in process of construction, and hereafter to be constructed; and generally the equipments, appurtenances, property, revenues

franchises, and things in said Deed of Trust or mortgage mentioned and described. The amount of bonds to be issued under said mortgage is absolutely limited to ten thousand dollars per mile of completed railroad.

This bond shall pass by delivery or by transfer on the books of the Company in the City of New York, 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 shall have been to bearer, and transferability by delivery thereby restored, But this bond shall continue subject to successive registration and transfer 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, duly signed by the Trustee, to the effect that the same is properly issued.

In Witness Whereof, The North Wisconsin Railway Company has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Treasurer, and has also caused the coupons hereto annexed to be signed by its Treasurer on the First day of January A. D. one thousand eight hundred and eighty.

The North Wisconsin Railway Company

{Corporate Seal}

President
Treasurer

(Trustee Certificate)

This is one of a series of Bonds amounting in the aggregate to ten thousand dollars per mile of completed road, issued by the North Wisconsin Railway Company, secured by a first mortgage of its line of road, which has been duly executed and recorded, And this Bond has been issued in accordance with the provisions of said mortgage,

Central Trust Company of New York, Trustee.

by

President

(Form of Coupon)

$30.

On the first day of _____ 18__, The North Wisconsin Railway Company will pay to the bearer Thirty Dollars, at the office or agency of the Company in the City of New York, for six months interest due on its First Mortgage Railway Bond No —

To Treasurer

Whereas, in the resolution of said Board of Directors, it is provided (and it is so hereby agreed) that said bonds, when executed, be issued only by the sanction of the Trustee, for the time being, of these presents, and under the following conditions, to-wit; Upon request of the Board of Directors or Executive Committee of the Company, the Trustee may and shall sanction the issue of said bonds for the sixty miles of said railway completed prior to the date hereof, to the amount of six hundred thousand dollars, and no more, And whenever any additional miles of said railway shall be completed, and such completion shall be proven to the said Trustee by the affidavits of the President and Chief Engineer of the Company, The said Trustee shall sanction at the request of said Board of Directors or Executive Committee, a further issue of said bonds to an amount at the rate of, but in no event exceeding, the sum of ten thousand dollars per mile of railway so completed, It being the intention hereof and

the same is so hereby declared, that all of the bonds, so to be issued as hereinbefore provided, shall be equally, in all respects, secured by these presents without preference priority or discrimination on account of or with reference to the times of the actual issue of the 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 said Central Trust Company of New York, the party of the second part aforesaid, the receipt whereof is hereby acknowledged, and in the execution of the statutory powers in this behalf conferred by the Legislature of the State of Wisconsin

This Indenture Witnesseth, That the said The North Wisconsin Railway Company, hath, granted, bargained, sold, and assigned, and by these presents doth hereby grant, bargain sell, assign, convey, and transfer unto the said Central Trust Company of New York, and its successors in this trust all and singular the railway of the Company or which the Company is authorized by law to construct being the line of railway heretofore known or hereafter to be known as the North Wisconsin Railway, as the same is now or hereafter shall be constructed, extending from the St Croix River or Lake to Bayfield on Lake Superior, a distance of about one hundred and seventy five miles, more or less including all the railway rights of way, depot grounds, and all lands used in connection with the operation and maintainance of said railway, 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, now held or acquired or hereafter to be held or acquired by the said Company, its successors or assigns for use in connection with the said railway or any part thereof, and including also all locomotives, tenders, cars, and other rolling stock or equipments; and all machinery, tools, implements, fuel, supplies and materials for constructing, maintaining, operating repairing or replacing the said railway or any part thereof, or any of the equipments or appurtenances, of the said railway or any part thereof; and including also all revenues rates, tolls, sums of money and income arising or to arise from the said railway or other the premises hereinbefore expressed to be conveyed or any of them; and also all corporate and other franchises, rights, and privileges, connected with or relating to the said railway, or to the construction, maintainence or use of the same, and necessary to the full complete, and convenient use operation and enjoyment of the said above described premises and property, Expressly excepting herefrom, however, all lands heretofore acquired and hereafter to be acquired by grant from the State of Wisconsin, or the United States to aid in constructing and equiping said railway (and not used or necessary to be used in connection therewith and with the operation and maintainance thereof); and also expressly excepting herefrom, the avails, rents, profits, issues, and proceeds of said lands, it being the intention hereof to include herein generally all the property of the said company (save that above excepted) real personal and mixed, in possession and in expectancy, now owned and hereafter to be acquired, together with all and singular the tenements, hereditaments, rights members, privileges, easements, and appurtenances to the said railway lands 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 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, 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 said Central Trust Company of New York, and its successors in said trust, according to the nature, tenor and quality thereof, respectively; upon and for the trusts, interests, and purposes hereinafter expressed of and concerning the same, and for the further carrying into effect the conveyance hereinbefore expressed to be made, the Company doth hereby appoint the said Central Trust Company of New York, and its successors in said trust, the attorney and attorneys of the 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 or any of the purposes aforesaid to appoint an attorney, or attorneys, or agent or agents, and from time to time to revoke such appointments, and to use the name of the 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 Central Trust Company of New York, 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 First. Until the Company or its successors shall make default in the payment of some principal money or interest of the said bonds or some or one of them according to the tenor thereof, or of the coupons thereto annexed, at the time or in the manner ~~appointed~~ appointed for the payment 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 the present deed imposed on the Company or its successors, in reference to the said bonds, the said Central Trust Company of New York, and every other Trustee, from time to time, of these presents (who are hereinafter referred to as the said Trustee) shall permit and suffer the Company and its successors to possess, manage operate, and enjoy the said railway, with its equipments and appurtenances, and other the lands and 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 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 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 the period of six months, then and in either of such cases, it shall be lawful for the said Trustee, personally, or by its attorneys or agents, to enter into and upon, and 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 its 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 it or them to be judicious or convenient, and to collect and receive all tolls, freights, incomes, revenues, rents, issues, and profits of the said railway, and premises, and every part and parcel thereof, and, after deducting and defraying the expenses of working and operating the 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 all other expenses and out goings 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 said Trustee shall apply the moneys arising from such collection and receipts 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 the coupons evidencing the right to such interest, and after paying all interest coupons which shall have become due, shall apply the residue of the said moneys in or towards the payment of the princi=pal 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 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 the said railway and premises in manner aforesaid, it shall be lawful for it to demise and let the said railway 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 said Trustee shall in its discretion think fit, 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 event of the said railway and premises being worked and operated by the said Trustee, is applica=able under the provisions immediately hereinbefore contained;

Article Third— In case any such default shall be made as aforesaid, in the payment of the 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, personally, or 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 New York, and State of New York, or in the City of Madison and State of Wisconsin in the discretion of said Trustee, at such time as it may appoint, first giving notice of said sale and of the time, place, and terms thereof, by advertisement, for the term of four weeks, in some daily newspaper published in said City of New York, and also in some daily or

weekly newspaper published in said City of Madison. The sale of said property shall be for cash, either wholly payable in hand, or one third in hand and the ballance in two annual installments, with interest, as the Trustee may deem advisable. 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 all charges incurred by it as such Trustee; and secondly, in payment of the unpaid interest and principal of the 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 said Trustee, it shall pay the same to the Company, its successors or assigns. The said Trustee shall have power to adjourn said sale from time to time, at its discretion; and, if adjourned to another date, to make said sale at the time appointed without further notice by advertisement, and said Trustee shall have power to make and deliver, to the purchaser or purchasers at said sale, good and sufficient deeds for the conveyance of the property sold.

And it is further declared and agreed, that the receipt of said Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises which shall be sold as aforesaid, 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 upon or to the purposes or trusts of these presents, or be, in any manner whatever, answerable for any loss, misapplication or non-application of such purchase money, or any part thereof, or be diged to inquire ~~inquire~~ into the necessity or expediency of or for any such sale, Provided, however, that no sale shall be made by said Trustee, as aforesaid, except upon the demand of the holders of a mafority of the said bonds then outstanding; and, even in the event of such demand, no sale shall take place if the holders of a mafority of said bonds shall, by themselves, or by their attorneys in fact, file with said Trustee a written instrument objecting to such sale,

Article Fourth— In case the Company or its successors shall make default in the payment of any interest on any of the said bonds, according to the tenor thereof, or of the coupons thereto annexed (the payment of interest having been demanded by presentation at the Company's office or agency in the City of New York, of the coupons therefor), and such default shall continue for the period of six months after such demand, then and thereupon the principal of all of said bonds shall, at the election of said Trustee, to be signified to the Company or its succes=sors by writing, under its hand, 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 mafority, in interest of the holders of said bonds, for the time being, to direct the said Trustee either forthwith to exercise its said power of declaring the principal of said bonds due and payable, or to waive the exercise of the said power (if unexercised), or to withdraw and annul the exercise thereof (if exercised), either absolutely or with the consent of the Company or its successors, and to direct the said Trustee to dismiss any suit brought against said Company upon any bond secured by this mortgage, and release any judgment obtained thereon, on such terms as may be directed by the said mafority, 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 Fifth — 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 Company or its successors, herein specified, in the manner and subject to the qualifications herein expressed, upon the requisition of bondholders as herein prescribed as follows;

First — If the Company or its successors shall make default in the payment of some principal money or interest of said bonds, or some or one 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 fourth thereof, and a proper indemnification, by such holder or holders, of the said Trustee against the costs 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, sale, or 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 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 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 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 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 Company or its successors, then and in such case the Trustee shall upon the direction in manner aforesaid of one fourth, in interest, of the bondholders for the time being, and upon a proper indemnification, by such one fourth, of said Trustee, against the costs and expenses 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 such majority at any time, to direct in manner aforesaid, the said Trustee to waive such default or breach upon reparation therefor, 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 Trustee, or of the bondholders, in the event of any subsequent default or breach.

Article Sixth — 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 a 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 said Trustee, but this mortgage shall not be foreclosed, nor shall the property herein mortgaged, nor any of the same, be sold except upon a default in the payment of 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 one-fourth of the said bonds 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 bonds as herein provided.

Article Seventh — 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 Company and its successors, the 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 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 said Trustee shall reconvey all and singular the said premises, property, and effects to the Company, its successors or assigns, or as they shall direct.

Article Eighth — It is mutually agreed, by and between the parties hereto, that the expressions "The said Trustee" and "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 every Trustee of these presents shall be entitled to the ordinary indemnity and right to reimbursement given to Trustees; and also that every such Trustee shall be entitled to just compensation for all services which it may hereafter render in this trust, to be paid by the Company or its successors, or out of the income of the trust property, and for that purpose may, at any time, apply to any court of competent jurisdiction, without notice to any person except the Company or its successors. And in the event of the resignation, declination, or inability to act of the said Trustee, or any Trustee of these presents it shall be the duty of the 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 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, with the concurrence of the Company in the choice of such majority, elect a Trustee; and in the event that the Company and said majority cannot agree upon a Trustee, then upon the application of any bondholder under these presents, with notice to the Company, or upon the application of the Company, a Trustee may be appointed by a Judge of the Circuit Court for the Western District of Wisconsin,

It is further agreed that the said Trustee shall not be answerable for any

error or mistake made by it in good faith, but only for gross negligence or wilful default in the discharge of its duties as 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 duly 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, deliver and acknowledge all such further deeds, conveyances, and assurances in the law for the better assuring, unto the said Trustee, the said railway, equipments, and appurtenances herein before mentioned, and all other property and things whatsoever, which may be hereafter acquired for use in connection with the same, or any part thereof, and any 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,

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 part of the second part, further covenants and agrees to and with the said 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 New York, for the payment of the principal and interest of and upon the bonds herein before recited, and described, as the same shall become payable, and for the transfer and registration of the said bonds, and that any and every default in the due performance of this covenant shall be deemed and taken to be a waiver of presentment, and a demand of payment of all and every of the bonds and coupons aforesaid, which may become payable during the continuance of such default.

In Witness Whereof, The said party of the first part, The North Wisconsin Railway Company has caused these presents to be signed by its President, sealed with its corporate seal and attested by its Secretary; and the said Central Trust Company of New York has, to testify its acceptance of said trust, 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,

North Wisconsin Railway Company

The North Wisconsin Railway Company.
By Philetus Sawyer
President

Wm H. Phipps
Secretary

Central Trust Company of New York

Central Trust Co of New York
by H. F. Spaulding
President

C. K. P Herbert Secretary

Signed Sealed and delivered
in presence of
C. L. Catlin
S. L. Perrin

State of Wisconsin } ss
County of St Croix }

On this 31st day of December 1879, before me Charles L. Catlin a Notary Public, duly authorized to act in and for the above-named County personally came Philetus Sawyer the President of the North Wisconsin Railway Company, to me personally known to be the identical person whose name is affixed to the aforesaid deed as such President, and acknowledged the said instrument to be his voluntary act and deed, as such President, and for and as the voluntary act and deed of said The North Wisconsin Railway Company; and also being by me duly sworn, he said that he resided in Oshkosh Winnebago County Wisconsin that he was the President of said The North Wisconsin Railway Company; that he knew the corporate seal of said Company; that the seal affixed to the above instrument was such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order as President of said Company.

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

Charles L. Catlin Notary Public St Croix Co Wis

Charles L. Catlin
Notary Public
Saint Croix County Wisconsin

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

On this Seventeenth day of December 1879, before me D. G. Fanning a Notary Public duly authorized to act in and for the above named city and county, personally came Henry F. Spaulding the President of the Central Trust Company of New York, to me personally known to be the identical person whose name is affixed to the aforesaid deed, as such President, and acknowledged the said instrument to be his voluntary act and deed, as such President, and for and as the voluntary act and deed of said Central Trust Company of New York; and also being by by me duly sworn, he said that he resided in the City of New York; that he was the President of said Central Trust Company of New York; that he knew the corporate seal of said Company; that the seal affixed to the above instrument was such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order, as President of said Company,

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

D. G. Fanning Notary Public State of New York

D. G. Fanning
Notary Public

State of Wisconsin } ss.
County of St Croix }

On this 31st. day of December A. D. 1879, before me Charles L. Catlin, a Notary Public, duly authorized to act in and for the above named County, personally came William H. Phipps the Secretary of the North Wisconsin Railway

Company, to me personally known to be the identical person whose name is affixed to the aforesaid deed as such Secretary, and acknowledged the said instrument to be his voluntary act and deed as such secretary, and for and as the voluntary act and deed of said The North Wisconsin Railway Company; and also being by me duly sworn he said that he resided in Hudson Saint Croix County, Wisconsin, that he was the Secretary of the said The North Wisconsin Railway Company, that he knew the corporate seal of said Company, that the seal affixed to the above instrument was such corporate seal, that it was affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order as Secretary of said Company.

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

Charles L. Cutlin Notary Public St Croix Co Wis

O. L. Cutlin. Notary Public
Saint Croix County Wisconsin

Received for record Jany 3d 1880 at 11½ A.M. 84 B

Chicago and Tomah Rail Road Company

Satisfaction of Mortgage

Know all men by these presents that I George W. Ryland of the City of Lancaster Wisconsin being trustee in a certain Mortgage or deed of trust executed by the Chicago and Tomah Railroad Company a Corporation of the State of Wisconsin to the said George W. Ryland said Mortgage or deed of trust bearing date the 16th day of May A. D. 1878. and duly recorded in the Office of the Secretary of State of the State of Wisconsin in Volume three (3) of Railroad Mortgages on pages 540 to 544 inclusive and which mortgage conveyed to said trustee the entire property real and personal of the said Chicago and Tomah Railroad Company and all its franchises and privileges, then owned and acquired, or may thereafter be acquired, excepting new lines and extensions not therein mentioned, embracing and including all their said railroad from Wauzeka Southward to the South line of the State of Wisconsin, with branch line to Lancaster as therein described, including right of way and land occupied and the appurtenances thereunto belonging, and also embracing all the lands acquired or appropriated for depots, engine houses, warehouses, machine shops, work shops, superstructures, erections, and fixtures, together with all buildings erected thereon, and all appurtenances, rights, and privileges thereunto belonging, and all goods and chattels, then owned or that might thereafter be acquired appertaining or in any way connected with operating the lines of road therein conveyed, to secure the payment of the bonds of said said Company to an amount not exceeding five thousand dollars per mile of its said lines of railroad which bonds are to be numbered in the order of their issue and to bear date the day of their issue and payable ten years from date, with interest at the rate of eight per cent per annum, payable as in said Mortgage set forth, and as more particularly set forth in said mortgage reference being thereto had, for the purpose of discharging and releasing said Mortgage or deed of trust in the manner provided by the Statute of the State of Wisconsin, do hereby certify that it has been made to appear to me that all the bonds aforesaid so issued by me as trustee or that have in any manner been issued, and payment thereof secured by this Mortgage aforesaid have been duly paid and satisfied by the production of said bonds to me duly cancelled. I do therefore in consideration of the premises and of the sum of one dollar to me in hand paid, do hereby grant, remise, convey release, and quit claim unto the said Chicago and Tomah Railroad Company and its assigns, all the right, title, interest claim or demand, acquired by me through or by the aforesaid Mortgage or trust deed, together with all the appurtenances and privileges thereunto belonging or appertaining.

Witness my hand and seal this 22d day of January A. D. 1880.

In Presence of O. R Thomas, F. H. Putney

Geo W. Ryland (Seal)

State of Wisconsin }
County of Dane }

Be It Remembered that on this 22d day of January A. D. 1880 personally appeared before the undersigned, George W. Ryland to me personally well known to be the same person, who executed the above and foregoing release and satisfaction of Mortgage, and acknowledged to me that he executed the same for the uses and purposes therein mentioned.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at the City of Madison in the County of Dane and State of Wisconsin the day and year last above written

(Notorial Seal)

Frank H. Putney
Notary Public for the
State of Wisconsin

Received for record January 29th 1880,
S & B

Milwaukee, Lake Shore and Western Railway Co

Resolutions extending line of road.

Whereas, this Company (being the Milwaukee, Lake Shore and Western Railway Company) organized and existing under the laws of the State of Wisconsin, owns and operates a line of railroad, within said State, and desires and proposes to build an extension or branch road from and to the places and upon the route hereinafter designated, under and by virtue of the authority given by section eighteen hundred and thirty one (1831) of the Revised Statutes of said State of Wisconsin,

Resolved, That this Company build, maintain and operate an extension or branch road from a point on the "Northern Division" (so called) of its present line of road now in process of construction, in Township twenty eight (28) north and Range Eleven (11) east in the County of Shawano, and extending from thence westerly through said County of Shawano, and through the County of Marathon and into the County of Clark to a point of junction with the proposed road of the Wisconsin and Minnesota Railroad Company at or near Colby on the Wisconsin Central railroad, and all being in the State of Wisconsin, said proposed extension or branch road, to be about fifty seven miles in length; and that the route of said proposed extension or branch road be and the same is hereby designated as above described,

State of Wisconsin } ss.
County of Milwaukee }

We Frederick W. Rhinelander President, and Alfred L. Cary Secretary, of the Milwaukee, Lake Shore and Western Railway Company, do hereby certify that we have compared the foregoing Copy of Preamble and Resolution with the original thereof, as entered in the records of the proceedings of a meeting of the Board of Directors of said Railway Company held on the 23d day of December A. D. 1879, and that it is a true copy thereof; and we further certify that said preamble and Resolution were adopted by said Board of Directors at its said meeting and that the same have been duly entered in the record of the proceedings of said Board of Directors

In Witness Whereof, We have hereunto set our hands, and affixed the Corporate seal of said Milwaukee, Lake Shore and Western Railway Company, at the City of Milwaukee the Sixth day of January A. D. 1880.

(corporate Seal)

Frederic W. Rhinelander, President
Alfred L. Cary, ------ Secretary

Received for Record January 31st 1880,
S & B

Chicago and Tomah Railroad Company
Resolution
Establishing branches to Highland and Linden

At a Meeting of the Board of Directors of the Chicago & Tomah Railroad Company held at Woodman January 12th 1880, the following resolution was unanimously adopted,

Resolved that this Company build maintain and operate Branch Roads, all in Iowa County Wisconsin, from that portion of its main line therein leading to the South line of the State of Wisconsin in Rock County as follows,

1st From a point thereon in the Town of Eden to the Village of Highland in the Town of Highland a distance of seven miles,

2d From a point thereon in the Town of Linden to the Village of Linden a distance of five miles

I William F. Suttle Secretary of the Chicago & Tomah Railroad Company do hereby certify that the above is a true Copy of the resolution adopted by the Board of Directors of the Chicago & Tomah Railroad Company, at a meeting held at Woodman January 12th A.D. 1880 by the said Board of Directors, and that the same is recorded in a book of records kept for that purpose by the Company.

Chicago and Tomah Railroad Company seal

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the said Chicago and Tomah Railroad Company in the Town of Woodman this 30th day of January A. D. 1880

D. R. W. Williams President
W. F. Suttle, Secretary C & T. R. R. Co

Recorded Feby 13th 1880,

S & B

The Undersigned do hereby associate themselves together for the purpose of forming an incorporated Company under the provisions of the General Laws now in force in the State of Wisconsin prescribing the method of incorporating such Companies by adopting the following.

Articles of Incorporation

Article I.

The name of this Corporation is the Saint Croix Falls, Superior and Sault St Marys Railroad Company,

Article II.

The Object of this Corporation and the general nature of its business is to construct, maintain and operate a Railway for public use in the conveyance of persons and property from a point on the Saint Croix river, near the town of Saint Croix Falls in Polk County Wisconsin, thence through Polk, Burnett and Douglass Counties to a point on the South Shore of Lake Superior at or near the Town of Superior in said Douglass County, a distance of about one hundred (100) miles, with a branch line from some point in the County of Burnett through Burnett & Ashland ~~and Bayfield~~ Counties ~~to Ashland on Lake Superior thence~~ to the Montreal River

Article III

The amount of the Capitol Stock of the Company is Four Million ($4,000,000) dollars consisting of Forty Thousand (40,000) shares of One hundred ($100,) dollars each

Article IV

The names and residences of the Directors of this Corporation who shall manage its affairs for the first year and until others are chosen in their places are C. C. Washburn of Madison Wis, Gysbert Van Steenwyk of La Crosse Wis J. S. Baker of St Croix Falls Wisconsin, Wm D. Washburn, John Martin, Chas P. Watch, Charles J. Martin & Henry T. Wells of Minneapolis Minnesota and Franklin Steil of Washington D. C,

The government of this Corporation and the management of its affairs shall be vested in its Board of Directors consisting of nine persons "to be elected annually on the second Wednesday of January; We the Undersigned hereby agree to take the number of Shares of Stock in the above named corporation set opposite to our respective names and pay for the same as required by the aforesaid board of directors

Name	Residence	No of Shares
C. C. Washburn	Madison Wisconsin	1,000
Franklin Steele	Washington D. C	100
William D. Washburn	Minneapolis Minnesota	100
Henry T. Wells	Minneapolis Minnesota	50
John Martin	Minneapolis Minn	50
Chas J. Martin	Minneapolis Minn	50

Chas P. Watch	Do	Do	50.
J. S. Baker	St Croix Falls	Wis	1.
G. Van Steenwyk	La Crosse	Wis	10.

State of Minnesota } ss.
County of Hennepin } John Martin, Charles J. Martin and Charles F. Watch being each duly sworn each for himself under oath, and on his oath says; that he is acquainted with and knows the genuine signature of all and each of the following named persons to-wit; C. C. Washburn. John Martin. Chas J. Martin Chas F. Watch and J. S. Baker five of the persons whose names are subscribed to the foregoing articles of organization for incorporation of the Saint Croix Falls Superior and Sault St Mary Railroad Company, and that the several and respective signatures of said five persons so subscribed thereto are to the knowledge of these affiants and each of them the genuine signatures of said five persons; and said affiants further each for himself on his oath says that it is intended in good faith to construct maintain and operate the railroad in said articles mentioned

John Martin
Chas F. Watch
Chas J. Martin

Subscribed and sworn to before me this
Twenty second day of January A. D. 1880
(Notarial seal) John M. Shaw
Notary Public in and for the County of
Hennepin and State of Minnesota
Witness my hand and Official Seal

State of Minnesota } ss.
Hennepin County } I, J. A. Wolverton, 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 John M. Shaw Esq whose name is subscribed to the jurat of the affidavit annexed was at the date thereof a Notary Public in and for said County, and duly authorized to take the same and that I am well acquainted with the hand writing of the said Notary, and verily believe that the signature of such officer is genuine,

(court seal) In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Court aforesaid at Minneapolis, in said County, this 23d day of January A. D. 1880,

J. A. Wolverton Clerk
by James Bryant Deputy

Franklin Steel, Wm D. Washburn & being duly sworn on oath say that their signatures to the articles of Association hereto attached for the purpose of organizing the St Croix Falls, Superior & Sault St Marys R. R. Company, are true and Genuine and that we are acquainted with each others signatures, said affiants further say each for himself that it is intended in good faith to construct, maintain & operate the rail road in said articles mentioned,

Subscribed and Sworn to } Franklin Steele

before me this 28th day of January A. D. 1880. } Wm D. Washburn
(Notarial seal) James E. Fitch
Notary Public ~~Washington~~ D. C,

Clerk's Office of the Supreme Court of District of Columbia,
District of Columbia, ss.

I, R. J. Meigs, Clerk of the said Court, do hereby certify that James E. Fitch Esq. whose name is subscribed to the Certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgement a Notary Public in and for the said District, dwelling therein, commissioned, sworn and duly authorized to take the same, And further that I am well acquainted with the hand-writing of said James E. Fitch and verily believe that the signature to the said Certificate of proof or acknowledgement is genuine, and the said instrument is executed and acknowledged according to the laws of this District.

(Supreme Court Seal D. C.) In Testimony Whereof, I have hereunto set my name and affixed the seal of said Court this 28th day of January A. D. 1880,

R. J. Meigs Clerk
By R. J. Meigs Jr Assistant Clerk

Received for record Feby 17th A. D. 1880. J & B

Articles of Organization
of the
Janesville, Beloit and Rockford Railway Company

We whose names are hereunto subscribed, desiring to form a Corporation under and in pursuance of the laws of the State of Wisconsin for the purpose of constructing maintaining and operating a railroad for public use in said State do hereby make sign and adopt the following articles of organization,

Article 1. The name of the corporation hereby organized shall be Janesville Beloit and Rockford Railway Company,

Article 2, The railroad to be constructed by said corporation shall extend from a point in the Monroe branch of the Chicago Milwaukee and St Paul Railway in Section number four (4) in town number two (2) North, of range number twelve (12) and near the western boundary of the City of Janesville in the County of Rock in the State of Wisconsin, Southerly to a point in the Racine and South western Division of said Chicago Milwaukee and St Paul Railway at or near the east boundary line of the City of Beloit in said County of Rock,

Article 3, The length of such rail road will be about twelve miles and will be constructed wholly within said County of Rock.

Article 4. The Capital stock of said corporation shall consist of fifteen hundred shares of one hundred dollars each.

Article 5. The affairs of said corporation shall be managed by a board of nine directors, who shall be elected at such time in such manner, and for such terms as shall be prescribed by its by laws,

Article 6. The officers of said corporation shall be, a President, Vice President, Secretary, Treasurer and an Attorney,

Article 7. said corporation shall have the right and power to sell and convey to any railroad corporation, all of its franchises, road bed, right of way and property of every kind, or to lease the same to any railroad corporation, upon such terms and conditions as it may deem best for its interest,

Article 8, The directors of said corporation who shall manage its affairs for the first year and until others are chosen in their places shall be Henry Palmer, M. C. Smith, Hiram Merrill, C. F. G. Collins J. M. Cobb, C. C. Keeler, F. S. Eldred, A. A. Jackson, and S. J. M. Putnam,

In Testimony Whereof, we have hereunto subscribed our names with our places of residence, and the number of shares of stock we agree to take respectively in such corporation this ninth day of March A. D. 1880.

Henry Palmer	Janesville	one share
Hiram Merrill	Janesville	one share
M. C. Smith	Janesville	one share
C. F. G. Collins	Beloit	one share
J. M. Cobb	Beloit	one share
C. C. Keeler	Beloit	one share

F. S. Eldred	Janesville	one share
A. A. Jackson	Janesville	one share
S. J. M. Putnam	Janesville	one share

State of Wisconsin ss
County of Rock

A. A. Jackson, F. S. Eldred and Hiram Merrill being each duly sworn, doth each for himself depose and say that the signatures to the foregoing articles of organization are genuine, and that it is intended in good faith to construct and operate the railroad in said articles mentioned

Subscribed and sworn to before me this ninth day of March A. D. 1880

Notorial Seal

B. F. Dunwiddie
Notary Public Rock Co Wis

A. A. Jackson
F. S. Eldred
Hiram Merrill

Received and recorded March 10th 1880

S & B

Marshal's Deed.

Henry Fink to Milwaukee and Iowa Railway Company.

This Indenture made the 24th day of December, in the year of our Lord one thousand eight hundred and seventy nine, between Henry Fink, Marshal of the United States in and for the Eastern District of Wisconsin, residing in the city and county of Milwaukee, Wisconsin, party of the first part, and the Milwaukee and Iowa Railway Company, a corporation organized under the laws of the State of Wisconsin, party of the second part, witnesseth that—

Whereas, at a stated term of the Circuit Court of the United States of America for the Eastern District of Wisconsin, begun and held at Milwaukee in said District on the first Monday of January, A. D. 1863, on the seventh day of said term, to-wit: on the twelfth day of January, A. D. 1863, it was among other things ordered, adjudged and decreed in a certain cause then therein depending between The Farmers Loan and Trust Company, complainant, and Milwaukee and Beloit Railroad Company, Levi Hubbell, Charles Schley, James L. Glen, Diedrich Koetting, Anna Maria Dicking, Maria Elizabeth Dicking, John Schaeffer, Henry Milman, John B. Dyrkemeyer, Hiram Mabbett, Samuel S. Conover, Jacob Buson, C. C. Martin, Alonzo Pelton, Caroline B. Watkins, William P. Lynde, Cyrenius W. Green, Daniel K. Ostram, V. Arnold, Samuel Stewart, Samuel B. Deland, Leonard Martin, F. L. Swishmilch, Catharine Dicking, and City of Milwaukee, defendants, that the mortgaged premises mentioned and set forth in the pleadings in said cause should be sold under the direction of the Marshal of said District, at public auction, at the Post Office in the city of Milwaukee, in the county of Milwaukee within said District, the said Marshal first giving a public notice of the time and place of such sale once in each week for three months previous to the day of sale according to law and the course and practice of said court; and

Whereas, Darius C. Jackson, the then Marshal of said District, in pursuance of said order and decree of said Circuit Court in Equity, did on the twenty-eighth day of April, A. D. 1863, sell at public auction at the Post Office in the city and county of Milwaukee in the said Eastern District of Wisconsin, the said mortgaged premises named in said decree and hereinafter particularly described, having first given previous notice of such sale as required by said order and decree; at which sale the said premises were struck off to Duncan McDonald for the sum of three thousand Twenty Thousand Dollars, paid as hereinafter stated by five hundred and seventy-seven 81/100 Dollars ($3577.81) together with five hundred and twenty-four (524) Bonds of the said Milwaukee and Beloit Railroad Company numbered between one hundred and one (101) and

six hundred and thirty (630) inclusive, of One Thousand Dollars ($1000) each, he being the highest and best bidder, and that being the highest sum bid for the same; and

Whereas, all the right, title and interest of the said Duncan McDonald, as purchaser at said sale, in and to said mortgaged property, the sale thereof, and the bid therefor, have been duly assigned, transferred and passed to, and are now owned and possessed by said Milwaukee and Iowa Railway Company, said party of the second part in this Indenture, said Milwaukee and Iowa Railway Company having been duly organized by the said Duncan McDonald, his associates and assigns, pursuant to the Statutes of Wisconsin; and

Whereas, by an order of the Court made in the aforesaid cause in which said sale was decreed and made, dated the twenty-fourth day of December, A. D. 1879, the said Henry Fink, now Marshal of the United States in and for said Eastern District of Wisconsin, and party of the first part in this Indenture, was ordered and directed to execute a deed to the said Milwaukee and Iowa Railway Company, party of the second part, of all the rights, franchises and property decreed to be sold and that were sold at the aforesaid sale; now, therefore, this Indenture—

Witnesseth, that the said Henry Fink, Marshal of the United States in and for the Eastern District of Wisconsin as aforesaid and the party of the first part to these presents, in order to carry into effect the said sale so made as aforesaid, in pursuance of said decree, and also by virtue of the Statute in such case made and provided, and also to carry out said order of the Court directing the execution of this deed as aforesaid, and in consideration of the premises, and the sum of three thousand five hundred and seventy-seven and 81/100 Dollars and five hundred and twenty-four Bonds of the Milwaukee and Beloit Railroad Company numbered between one hundred and one and six hundred and thirty inclusive, of one thousand dollars each, paid by said Duncan McDonald, and said party of the second part to the said Marshal upon the said sale as aforesaid, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described property, to-wit: All the Rail Road of the Milwaukee and Beloit Rail Road Company from its termination in the city of Milwaukee to the village of Delavan in the county of Walworth, State of Wisconsin, being forty-nine miles in distance, being constructed and to be constructed together with all the rights of way, depot grounds, railways, rails, bridges, superstructures, fences, stations, station houses and other buildings and all the lands and hereditaments

aments connected with the said Rail Road or relating thereto, whether obtained under the rights and privileges of the charter of the said Milwaukee and Beloit Railroad Company or conveyed to the said Company by deed, and also all the tolls, incomes, rents, issues and profits and corporate or other franchises of the said Milwaukee and Beloit Railroad Company with their said line of railway or relating thereto, and also all the locomotive engines, tenders, cars of every kind, machinery, machine shops, tools and implements, wood and property connected with the proper equipment, working, operating and constructing of the said road, together with all and singular the rights, titles, members, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, being all the rights, franchises and property described in the mortgage upon which said decree was entered and which were sold at said sale—

To Have and To Hold the same and all and singular the premises above mentioned and described, and hereby conveyed or intended so to be, unto the said party of the second part its successors and assigns, to its and their only proper use, benefit and behoof, forever.

In Witness Whereof, the said Henry Fink, Marshal as aforesaid, hath hereunto set his hand and seal the day and year first above written.

Henry Fink (Seal)
Marshal of the United States of America in and for the Eastern District of Wisconsin

Signed, sealed and delivered in presence of
Geo. H. Noyes
Edward Kurtz

State of Wisconsin, } ss.
Milwaukee County, }

On the 29th day of December A.D. 1879, before me came Henry Fink, to me known to be the individual and officer described in, and who executed the above conveyance, and acknowledged that he executed the same as such Marshal, for the uses and purposes therein set forth.

Geo. H. Noyes,
Notary Public Milwaukee County, Wisconsin.
(Notarial Seal)

Note:- The words "twenty thousand Dollars paid as hereinafter stated by" in the third line from the bottom of the second page above were inserted before the execution hereof.

Witness-
Edward Kurtz
Geo. H. Noyes.

Received for Record March 17th 1880 at 5 o'clock P M

B & K

The Milwaukee and Iowa Railway Company
To
The Milwaukee and Dubuque Railroad Company.
Deed

This Indenture made the twenty-ninth day of December, in the year of our Lord one thousand eight hundred and seventy-nine, between The Milwaukee and Iowa Railway Company, a corporation organized under the laws of the State of Wisconsin, party of the first part, and the Milwaukee and Dubuque Railroad Company, a corporation organized under the laws of the State of Wisconsin, party of the second part—

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Dollars, and for other good and valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, bargained, sold, remised, released, conveyed and quitclaimed, and by these presents does give, bargain, sell, remise, release, convey and quitclaim, unto the said party of the second part, to its successors and assigns forever, the following described property, to-wit: All the Railroad of the Milwaukee and Beloit Railroad Company from its termination in the city of Milwaukee to the village of Delavan in the county of Walworth, State of Wisconsin, being forty-nine miles in distance, being constructed and to be constructed, together with all the right of way, depot grounds, railways, rails, bridges, superstructures, fences, stations, station houses, and other buildings, and all the lands and hereditaments connected with the said Railroad or relating thereto, whether obtained under the rights and privileges of the charter of the said Milwaukee and Beloit Railroad Company or conveyed to the said Company by deed, and also all the tolls, incomes, rents, issues and profits, and the corporate or other franchises of the said Milwaukee and Beloit Railroad Company, with their said line of railway or relating thereto, and also all the locomotive engines, tenders, cars of every kind, machinery, machine shops, tools and implements, wood and property connected with the proper equipment, working, operating and constructing of the said road, together with all and singular the rights, titles, members, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, being all the rights, franchises and property described in, and conveyed by, deed of Henry Fink, Marshal, to the said party of the first part, bearing date the twenty-fourth day of December, A.D. 1879, and intended to be conveyed thereby, and also all the railroads, franchises, immunities and all other property and appurtenances thereof, of said party of the first part—

To Have and To Hold the same, together with all and singular

the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns, forever.

In Witness Whereof, the Milwaukee and Iowa Railway Company hath caused its name and corporate seal to be hereto set, and this Indenture to be signed officially by its President and countersigned by its Secretary, the day and year first above written.

Corporate Seal.

Signed Sealed and delivered in presence of

H. O. Henkill } as to S. H.
Frank Semple }

H. G. Guthrie } as to W. B. P.
Geo. F. Haywood }

The Milwaukee and Iowa Railway Company,
Springer Harbaugh, President,
William B. Price, Secretary.

State of Pennsylvania }
County of Allegheny } ss.

Be it remembered that on this 27th day of January, A. D. 1880, personally came before me the above named Springer Harbaugh, President of the Milwaukee and Iowa Railway Company, to me known to be the person and officer who executed and signed the foregoing instrument, and acknowledged that he executed the same as such President freely and voluntarily and as the free act and deed of said Company, for the uses and purposes therein set forth, and that the seal thereto affixed is the corporate seal of said Company.

Frank Semple,
Notary Public.

Notarial Seal

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

Be it remembered that on this 12th day of January, A. D. 1880, personally came before me the above named William B. Price, Secretary of the Milwaukee and Iowa Railway Company, to me known to be the person and officer who executed and signed the foregoing instrument, and acknowledged that he executed the same as such Secretary freely and voluntarily, and as the free act and deed of said Company for the uses and purposes therein set forth, and that the seal thereto affixed is the corporate seal of said Company.

Notarial Seal

Geo. F. Haywood
Notary Public Kings Co. N.Y. cert. filed in N.Y. Co.

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

I William A. Butler, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County,

the same being a Court of Record, do hereby certify that Geo. F. Haywood has 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 hand-writing of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify, that said Instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court and County, the 13th day of January, 1880.

(Seal.)

Wm. A. Butler, Clerk

Recieved for Record March 17th, 1880, at 5 o'clock P. M. B. & H.

Articles of Organization of the Rock River Railway Company

Be it known, That the undersigned with the intention of associating themselves together and forming a corporation for the purpose of constructing maintaining and operating a Railroad for Public use in the conveyance of persons and property, under and by virtue of the laws of the State of Wisconsin and more especially under and by virtue of Section 1820, of Chapter 87, of the Revised Statutes of 1878 of said State of Wisconsin have adopted and do hereby adopt articles of Organization as follows,

Article First

The corporate name of this corporation shall be Rock River Railway Company,

Article Second

The Railway of this corporation is to be constructed from a point of junction with the line of the Chicago & North Western Railway in the City of Janesville, in Rock County, Wisconsin to a point of junction with the line of said Chicago & North Western Railway at or near the Village of Afton in the Town of Rock in Rock County Wisconsin,

Article Third

The length of said railway is to be about seven miles and is to be wholly situate within said County of Rock

Article Fourth

The Capital Stock of this corporation is to be Seventy five thousand dollars, divided into seven hundred and fifty shares of one hundred dollars each

Article Fifth

The name and residences of the Directors of this corporation who shall manage its affairs for the first year, and until others are chosen in their places, are as follows,

William A. Lawrence residing at Janesville Wis,
Henry Palmer residing at Janesville Wis,
J. J. R. Pease residing at Janesville Wis,
W. T. Van Kirk residing at Janesville Wis,
A. P. Lovejoy residing at Janesville Wis,
Henry C. Wicker residing at Chicago Ill
Marvin Unghitt residing at Chicago Ill
Albert Keep residing at Chicago Ill
Charles C. Wheeler residing at Chicago Ill
Edward J. Cuyler residing at Chicago Ill
J. B. Redfield residing at Chicago Ill

In Witness Whereof, We have hereunto set our hands and opposite thereto

our respective places of residence and the number of shares of the Capital Stock of the said corporation which we have agreed to take and do hereby severally subscribe for and agree to take

Name	Residence	Number of shares
Wm. A. Lawrence	Janesville Wis	One
Henry Palmer	Janesville Wis	One
J. J. R. Pease	Janesville Wis	One
W. T. VanKirk	Janesville Wis	One
A. P. Lovejoy	Janesville Wis	One
Henry C. Wicker	Chicago Ill	One
Marvin Unghitt	Chicago Ill	One
Albert K Keep	Chicago Ill	One
C. C. Wheeler	Chicago Ill	One
Edwd J. Cuyler	Chicago Ill	One
J. B. Redfield	Chicago Ill	One

State of Wisconsin } ss.
Rock County }

J. B. Redfield, J. J. R. Pease and Henry Palmer being severally duly sworn, each for himself deposes and says: That he is one of the Directors named in the foregoing articles of Organization. That the signatures thereto are genuine, and that it is intended in good faith to construct and maintain the railroad therein mentioned.

Subscribed and sworn to before me this 18th day of March A. D. 1880
William Ruger
Notary Public for Wisc residing in Rock County Wis,

J. B Redfield
J. J. R. Pease
Henry Palmer

Notorial Seal of Wm Ruger

Received for Record March 19th 1880 at 5 o'clock P. M.

"B" J."

"Warranty Deed"

Hudson & River Falls Railway Co
To
Chicago St. Paul & Minneapolis Ry Co

This Indenture, made this first day of May, in the year of our Lord one thousand eight hundred and seventy nine, Between The Hudson and River Falls Railway Company a corporation organized and existing under the laws of the state of Wisconsin, party of the first part, and The Chicago St. Paul and Minneapolis Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, party of the second part;

—— Witnesseth, That the said party of the first part, in consideration of the sum of Eight Thousand Eight hundred ninety one & $\frac{66}{100}$ Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, release and quit-claim unto the said party of the second part, its successors and assigns forever, An undivided one half (1/2) of so much of the Railroad of the party of the first part now constructed as lies between the North line of Walnut Street in the City of Hudson in the county of St. Croix, and State of Wisconsin, and the present Junction of said road with the tract of the said Chicago St. Paul and Minneapolis Railway Company (the said road so hereby conveyed, being in part embankment, and in part trestle work or piling) together with all the lands, tenements and hereditaments now acquired or which may hereafter be acquired or appropriated by the said first party for the purpose of Right of Way for the railroad so by these presents conveyed, and all the easements and appurtenances thereunto belonging or in anywise appertaining, including all side tracks, depot grounds and facilities, bridges or other structures now existing, constructed or acquired by the party of the first part, between said north line of Walnut Street and the said point of junction above mentioned, for use in connection with said Railroad so hereby conveyed; To have and to hold unto the said second party its successors and assigns forever, And the said party of the first part, for itself and its successors does covenant with the said party of the second part its successors and assigns, that it has not made, done, executed or suffered any act or thing whatsoever, whereby the above described premises or any part thereof now are or at any time hereafter shall or may be imperilled charged or incumbered in any manner whatsoever; And the said party of the first part, for itself and its successors, the above bargained premises in the quiet and peaceable possession of the said party of the second part, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under any act or thing whatsoever made, done, executed or suffered by the first party shall and will Warrant and

forever defend, And the said party of the first part for itself and its successors, doth hereby covenant to and with the said party of the second part and its successors, that it will pay one half of the cost for the settlement of any further claims that may arise on account of any right of way that has not been acquired and paid for, the party of the second part for itself and successors hereby covenanting to pay the other half of the cost of the same.

In Witness Whereof, The said party of the first part hath caused these presents to be signed by Horace Thompson its President and countersigned by C. L. Hall its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

Hudson & River Falls Railway Co corporate seal

Horace Thompson
President

Cyrus L. Hall
Secretary

Signed Sealed and Delivered in presence of
A. B. Stickney
E. W. Ruff

State of Minnesota } SS.
Ramsey County } Be it known that

(1879)

on this 6th day of May 1879 personally appeared before me Horace Thompson President and Cyrus L. Hall Secretary of the Hudson & River Falls Railway company each to me well known and each in due form of law acknowledged that he executed the foregoing deed in his official capacity as aforesaid for the uses and purposes therein expressed.

Entered in Record Book No 1. of the C. St P & M Ry Co Folio 47-48 & 49
5/12/79
C. D. W. Young Asst

Office of Register of Deeds St. Croix Co Wis. Recorded May 12th 1879 at 2 P.M in Vol 12 of Deeds on pages 474 & 475
G. L. Sharrett Register

Notorial seal Ramsey Co Minn

E. W. Ruff
Notary Public
Ramsey Co

Received and Recorded March 22d 1880 at 4 o'clock and 25 minutes P.M.

S. & B.

Satisfaction of this Mortgage recorded in Vol. 13 of R. R. Mortgages at page 50.

Wisconsin and Minnesota Railroad Company
To
John A. Stewart. Edwin H. Abbot and George Hoffman
Trust Deed.

This Indenture made this first day of January, A.D. One thousand eight hundred and eighty, between the Wisconsin and Minnesota Railroad Company, a corporation organized under the laws of the State of Wisconsin, party of the first part, — John A. Stewart of New York in the County and State of New York and Edwin H. Abbott of Cambridge in the County of Middlesex and State of Massachusetts, and George Hoffman of New York in the County and State of New York, parties of the second part.

Witnesseth: That whereas said company has located its railroad from a point called Colby Junction which is situate on the line of the Wisconsin Central Railroad in the county of Clark and state of Wisconsin, between the towns of Marshfield and Medford; thence running about sixty-six miles through the township of La Fayette to Chippewa Falls in the county of Chippewa and said state and thence to Eau Claire in the County of Eau Claire, reserving the right however to stop at Chippewa Falls, or to locate direct from said Colby Junction to some point at or east of said Eau Claire on the line of the Chicago, Saint Paul and Minneapolis Railway, and proposes to issue its bonds at the rate of fifteen thousand dollars for each mile of its said railroad and to secure the payment thereof by its mortgage or deed of trust to the parties of the second part of all its said railroad, rolling stock, equipment, lands and other property real and personal appurtenant thereto: and

Whereas said company hereby covenants that, when its said railroad is completed and its bonds thereon are all issued, the total amount of its bonds so issued shall not then exceed fifteen thousand dollars of bonds for and upon each mile of its completed railroad between said Colby Junction and its terminus at said Eau Claire, reserving the right to include in its line of completed road that line of railroad now built and in operation from Chippewa Falls to said Eau Claire should the party of the first part hereafter become seized and possessed thereof; and Whereas each of said bonds is to be for the sum of one thousand dollars to be paid in thirty years from the first day of April, A.D. Eighteen hundred and eighty with interest at the rate of seven 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 October A.D. Eighteen hundred and eighty, and is, excepting in numbers and distinguishing marks of tenor following to-wit: United States of America. No. 1. State of Wisconsin. No 1. Wisconsin and Minnesota Railroad Company. Seven per Cent $. 1.000 First Mortgage Gold Bond $1.000 — The Wisconsin and Minnesota Railroad Company, a corporation duly existing under the laws of the State

of Wisconsin, hereby acknowledges itself to be indebted to John A. Stewart, Edwin H. Abbot and George Hoffman, 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 April A.D. 1910. This bond draws interest from the first day of April A.D. 1880, until the same is paid, at the rate of seven 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. Henry F. Spencer of Boston has been appointed and is the Register of said company, until his successor shall have been appointed by the Trustees or Trustee for the time being, by power under their or his hand duly recorded with their trust deed in the office of the Secretary of State for the State of Wisconsin. This bond is one of the first mortgage bonds of the Wisconsin and Minnesota Railroad Company, which bonds, when its railroad is completed and its bonds are all issued, will not exceed Fifteen Thousand dollars of bonds for and upon each mile of its completed railroad between Colby Junction and Eau Claire in Wisconsin. 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 said office of the Secretary of State for the State of Wisconsin; and the provisions of said indenture are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall never be had for payment of this bond, or any of its coupons, to any individual liability of any stockholder in said Company — This bond is not to be valid unless and until certified by the signatures of all the Trustees above named and countersigned by the Register of said Company. In Witness — Whereof, the Wisconsin and Minnesota Railroad Company has caused its common seal to be hereto affixed and this bond to be signed by its President, and countersigned by its Register this tenth day of March A.D. Eighteen hundred and Eighty. Wisconsin and Minnesota Railroad Company. countersigned by Henry F. Spencer Register. By Joseph L. Colby

President, First coupon. On the First day of October 1880 the Wisconsin and Minnesota Railroad Company Will pay at its office in the City of Boston, Mass, on surrender of this Coupon, to the registered holder of this bond, but, if unregistered, then to the bearer hereof, in gold coined money of the United States the sum of Thirty five Dollars, being six months interest due that day on its First Mortgage Bond, Numbered 1. Joseph L. Colby President. —

Trustees Certificate We certify that this bond is one of the First Mortgage bonds of the Wisconsin and Minnesota Railroad Company, and is entitled to the benefits of the Trust deed to us, dated January first A. D. Eighteen hundred and Eighty as therein declared, and that said trust deed is duly recorded in the office of the Secretary of State of the State of Wisconsin. John A. Stewart, Edwin H. Abbot, George Hoffman. Trustees,

[On the back of the bond] This bond is registered on the books of the Trustees in Boston, Mass. in the name of of

this day of A. D.

Register. Date of Transfer. To whom transferred on said books. Signature of one Trustee or their Register.

Now therefore, the Wisconsin and Minnesota 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 George Hoffman, as they are the trustees herein named, parties of the second part, all that railway known as the Wisconsin and Minnesota Railroad constructed and to be constructed or acquired maintained and operated from a point called Colby Junction which is situate on the line of the Wisconsin Central Railroad in the County of Clark and State of Wisconsin, between the towns of Marshfield and Medford, thence running about sixty-six miles through the township of La Fayette to Chippewa Falls in the county of Chippewa and said state and thence to Eau Claire in the county of Eau Claire, said company however reserving the right to acquire, if it should desire so to do, and to make use of, the railroad already built and in operation from said Chippewa Falls to said Eau Claire, 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 its said railroad or any part thereof or with the business of the same; and also all locomotives, tenders, cars and other motive power, rolling stock and equipments and all machinery, tools, implements, fuel and materials for constructing operating, repairing or replacing the said railroad or any part thereof or any equipments or appurtenances of the said railroad or any part thereof; and also all revenues, rates, tolls, sums of money and income arising

and to arise from the said railroad or other 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 or otherwise belonging to said company; and also all ties, iron or steel rails, fishplates, spikes, piles, bridges, bridge materials, telegraph poles, wire and telegraphic materials, bar iron, oil, waste, fuel, and every sort of railroad supplies acquired or to be acquired or used or to be used in the construction or operation of any part of said railroad, whether now completed or hereafter to be built, together with all appendages, appurtenances and movable property of every kind and all improvements and additions now or hereafter made or to be made to or upon any or all of the above described property of said company, together with all other property, estate and right of any nature whatsoever, whether real or personal, corporal or incorporal, to which said railroad now is or may hereafter be or become in law or equity entitled as appurtenant to said railroad above described, meaning and intending hereby that the lien of this trust shall attach to and upon every part of said property above described from the moment that the 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 evidencing or appurtenant to the title and business, past, present and future, of said company; provided however that nothing herein shall be construed to prevent said railroad company from hereafter mortgaging any extension of its said railroad, or any branches thereof which are not included in the description of its present location and 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 rights, easements, hereditaments and privileges thereunto appurtenant or belonging to the said John A. Stewart, Edwin H. Abbot and George Hoffman their heirs and assigns, and their successors and successor, his heirs and assigns, to their and his sole use and behoof forever, but in trust always for the purpose of securing to them, their successors and successor, or to the lawful holder thereof, the payment of said bonds hereinbefore described and the interest thereon according to the tenor of said bonds and for the further carrying into effect the conveyance herein expressed the company doth hereby appoint the said John A. Stewart, Edwin H. Abbot and George Hoffman, their successors and successor in said trust, the attorneys and attorney of said company to ask and demand from any and all persons whomsoever to receive payment and delivery 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 of the purposes aforesaid in their discretion, at the expense of said company, an attorney or attorneys, an agent or agents, and from time to time to revoke such appointments and to use the name of said company and generally to act in relation to the premises as said trustees, or the trustee for the time being, shall think expedient for the effectual performance of their trust

And it is hereby mutually agreed and declared by and between said Company and every holder of said bonds by and through said trustees, each with the other and all the others, that said trustees and their successor and successors 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 trust, intents and purposes following, that is to say:- First. Said bonds shall stand among themselves equally secured by this indenture, but all coupons thereon shall, in any and all legal proceedings instituted by said trustees thereupon or hereunder for the effectual securing thereof have priority in the order in which they respectively mature, and 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 thereto granted in writing, nor in any event after the default which is made the basis of such action shall have been waived either by the holders of a majority in interest of said bonds, or by the trustees for the common benefit of all the bonds, as hereinafter provided. Said company covenants, and every person who shall at any time become the holder of any of the bonds hereby secured, does hereby in and by his acceptance thereof, covenant through his said trustees and hereby agree with said company and each and all other persons who shall ever become holders of any of said bonds that this indenture enters into and forms part of each such bond and its coupons, and that this indenture fixes the rights, duties and liabilities of said company so far as they are herein expressed under each and every bond and coupon hereinbefore described, and the rights, duties and liabilities of said trustees, their successor, successors and assigns and of all said bondholders and couponholders among themselves and as to each other and to said company and does hereby agree to the following articles, to-wit:

Article One, Said company shall pay the principal of, and interest upon, each said bond and the coupons thereto attached representing said interest prior to any default or breach of condition hereof to the holder thereof when and as the same shall become due and payable according to its several tenor and effect, and also any and all taxes at any time assessed thereon by the United States, so that

the holders thereof shall receive the full amount of 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 upon said company for payment of said bonds or any coupon thereof made by said trustees, their successors or successor, all right of action at law or in equity upon all said bonds and all such coupons shall vest thereafter exclusively in said trustees, their successors or successor, for the equal proportionate benefit of all holders thereof so long and so far as the trustees for the time being shall fully and faithfully administer their trust for the equal proportionate benefit of all the indebtedness secured hereby.

Article Two. 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 as security for, 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 with priority among such coupons in the order in which they respectively mature.

Article Three. Said company shall well and truly 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 its control of the mortgage property prior to any default, or after waiver thereof 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 successor or successors, from selling disposing of, or changing of any of its motive power, rolling stock, equipment or personal property, whenever said company shall deem it expedient for the good management of said railroad so to do; and said company, its successors and assigns, covenants and agrees to waive and does hereby waive the benefit of every extension, stay, appraisement or reduction law which has been hitherto, or may hereafter be, enacted in said State of Wisconsin, and hereby consents that the trustees 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 the interest due thereon; in case of the conversion thereof into stock in any new company or corporation hereinafter described as to be formed after any foreclosure or other conclusion of this trust, then upon exhibition to the trustees for the time being, their successors or successor; of all the cancelled bonds and proof of full payment of all charges, 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 Four. 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 Five. Said company shall, from time to time, and at all times hereafter and as often as thereunto requested by the trustees or trustee for the time execute, acknowledge and deliver to them or him all such further deeds, conveyances and assurances in the law for the better assuring unto them their successor and successors, herein, upon the trusts herein expressed, the railroad and property hereinbefore mentioned and all franchises now held by said company as well as the franchise to be a corporation, whenever and so far as shall by the trustees be deemed expedient; and said company shall furnish to said trustees, their successor and successors, from time to time, whenever so requested in writing, a true and full inventory of all the moveable property appertaining to said railroad and the operation thereof, and covered by this indenture; but no failure to demand or furnish said inventory shall impair or limit the operation and effect of this indenture upon any and all of the property herein generally described as covered by this indenture,

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

Article Seven. 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 for and purchase, or may cause to be bid for 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 a reasonable price; if but a portion of said property be sold; and if all of it be sold, then at a price not exceeding the whole amount of such outstanding bonds 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 this discretionary right so to purchase, but the same shall be absolutely in their or his discretion as they or he deems the common and equal benefit of all bonds hereunder secured shall require.

Article Eight. If and whenever from time to time any judicial foreclosure or other sale 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, based upon this indenture, or under the power of sale herein granted, and the holders of a majority in interest of the then outstanding bonds or bonded indebtedness secured by this indenture, shall in writing request the trustees or trustee for the time being so to do, said trustees or trustee are authorized to purchase the premises so sold and covered by this indenture for the use and benefit of the then outstanding bonds or bonded indebtedness, secured under this indenture; and all right and title to said premises shall after and upon said purchase vest in said trustees or trustee for the time being and no bond holder shall have any right to the premises or proceeds thereof, except subject to the priorities created and declared in this indenture, and, if such sale be of the whole property each bond holder shall have only his pro rata share of the proceeds of the purchased premises represented in a new company or corporation to be formed for the benefit of the holders of the bonded indebtedness secured hereby; and said trustees may take such lawful measures as in their judgment are for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonded indebtedness secured by this mortgage. Said new corporation shall be organized upon such terms, conditions and limitations and in such manner as the holders of a majority of such outstanding bonded indebtedness shall in writing direct, and the trustees shall thereupon reconvey the premises so purchased by them to said new company or corporation.

Article Nine. If default be made in the payment of interest on any of said bonds according to their tenor, and such default shall continue for the period of six months after such interest shall have become due and payment shall have been demanded by the trustees and refused by said company, the principal of all said bonds shall at the election of any two of the 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 herein to the contrary notwithstanding.

Article Ten. 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 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 notice of the proposed sale, at least twice a week for eight weeks in one or more newspapers printed in said Milwaukee

and such other place 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 satisfy such overdue obligations of said company. The trustees may adjourn such sales from time to time, in their discretion, and, if so adjourning, make the same at the time and place to which the same may be so adjourned; and may make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds for the same, in fee simple; which sale, 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 the said premises, or any part thereof, by, from through or under said company; and, after deducting from the proceeds of such sale just allowances for all expenses of said sale, as well attorney's and counsel fees, as all other expenses, advances or liabilities, which may have been made or incurred by the said trustees in the premises, and all payments which may have been made by them 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 reasonable and lawful compensation for their own services, shall apply the net proceeds to payment of the principal of such of the aforesaid bonds and coupons as may be at that time unpaid, whether or not the same shall have previously become due; and to payment of the interest which shall at that time have accrued and be unpaid, according to the respective priorities herein declared; and if, after satisfaction thereof, a surplus shall remain, they shall pay the same over to the said company, or to such other parties as may be entitled to receive the same. If such sale be of only part of the mortgaged premises, this power may be exercised whenever and as often as such defaults happen and the trustees, or trustee for the time being, deem expedient.

Article Eleven. 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 done or kept by said company, and such default continue for six 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, 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 thereof, and may thenceforth have, hold, use and operate the same by themselves, their superintendents, managers, receivers, servants, attorneys or agents and conduct the business thereof, and make from time to time all repairs, replacements, alterations, additions, spurs, branches, extensions and improvements thereto as they or he deem necessary or expedient for the lawful and proper accommodation and 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 railway and conducting its business, and of making all said repairs, replacements, alterations, additions, spurs, branches, extensions and improvements, and all payments of taxes, assessments, charges or liens, prior to the lien of these presents, upon the premises, or any part thereof, and reasonable compensation for all their own services and services of their attorneys and of all other persons by them employed, shall apply the moneys arising as aforesaid, so far as the same are applicable under the provisions of this indenture prior to any such default, to the payment of interest upon the bonds intended to be secured by this mortgage, in the order in which said interest is payable, according to the priorities herein created among said bonds; and after all interest which shall have become due, is paid, 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 pending this trust, and said trustees may continue to exercise the power herein granted for such period and periods as they deem expedient unless and until a majority in interest of the holders of bonded indebtedness shall otherwise in writing request.

Article Twelve. The trustees or trustee for the time being shall enforce the rights of the bondholders under these presents, in cases of default, as shall be most expedient for the common and equal benefit of all the bonded indebtedness covered by this indenture according to the priorities herein created, and 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 any payment of the interest upon or the principal of said bonds, the trustees, or trustee for the time being, may at their or his discretion and without appeal or control by said bondholders or any of them, 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 their trust.

II. If such default be in any payment of the interest upon or the principal of said bonds,

A. Then upon written requisition on the trustees or trustee for the time being made by the holders of not less than twenty five per cent of the aggregate amount of all bonds then outstanding in default, together with proper indemnification by the persons making said requisition to the trustees, or trustee for the time being, against all costs and expenses by them or him to be incurred, it shall be the duty of the trustees, and each of them, in case of the refusal or neglect of the others, to 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 all such bonds as are in default.

B. But upon such written requisition, signed by the holders of

and such other place 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 satisfy such overdue obligations of said company. The trustees may adjourn such sales from time to time, in their discretion, and, if so adjourning, make the same at the time and place to which the same may be so adjourned; and may make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds for the same, in fee simple; which sale, 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 the said premises, or any part thereof, by, from through or under said company; and, after deducting from the proceeds of such sale just allowances for all expenses of said sale, as well attorney's and counsel fees, as all other expenses, advances or liabilities, which may have been made or incurred by the said trustees in the premises, and all payments which may have been made by them 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 reasonable and lawful compensation for their own services, shall apply the net proceeds to payment of the principal of such of the aforesaid bonds and coupons as may be at that time unpaid, whether or not the same shall have previously become due; and to payment of the interest which shall at that time have accrued and be unpaid, according to the respective priorities herein declared; and if, after satisfaction thereof, a surplus shall remain, they shall pay the same over to the said company, or to such other parties as may be entitled to receive the same. If such sale be of only part of the mortgaged premises, this power may be exercised whenever and as often as such defaults happen and the trustees, or trustee for the time being, deem expedient.

Article Eleven. 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 done or kept by said company, and such default continue for six 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, 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 intided so to be, and each and every thereof, and may thenceforth have, hold, use and operate the same by themselves, their superintendents, managers, receivers, servants, attorneys or agents and conduct the business thereof, and make from time to time all repairs, replacements, alterations, additions, spurs, branches, extensions and improvements thereto as they or he deem necessary or expedient for the lawful and proper accommodation and 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 railway and conducting its business, and of making all said repairs, replacements, alterations, additions, spurs, branches, extensions and improvements, and all payments of taxes, assessments, charges or liens, prior to the lien of these presents, upon the premises, or any part thereof, and reasonable compensation for all their own services and services of their attorneys and of all other persons by them employed, shall apply the moneys arising as aforesaid, so far as the same are applicable under the provisions of this indenture prior to any such default, to the payment of interest upon the bonds intended to be secured by this mortgage, in the order in which said interest is payable, according to the priorities herein created among said bonds; and after all interest which shall have become due, is paid, 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 pending this trust, and said trustees may continue to exercise the power herein granted for such period and periods as they deem expedient unless and until a majority in interest of the holders of bonded indebtedness shall otherwise in writing request.

Article Twelve. The trustees or trustee for the time being shall enforce the rights of the bondholders under these presents, in cases of default, as shall be most expedient for the common and equal benefit of all the bonded indebtedness covered by this indenture according to the priorities herein created, and 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 any payment of the interest upon or the principal of said bonds, the trustees, or trustee for the time being, may at their or his discretion and without appeal or control by said bondholders or any of them, 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 their trust.

II. If such default be in any payment of the interest upon or the principal of said bonds,

A. Then upon written requisition on the trustees or trustee for the time being made by the holders of not less than twenty five per cent of the aggregate amount of all bonds then outstanding in default, together with proper indemnification by the persons making said requisition to the trustees, or trustee for the time being, against all costs and expenses by them or him to be incurred, it shall be the duty of the trustees, and each of them, in case of the refusal or neglect of the others, to 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 all such bonds as are in default.

B. But upon such written requisition, signed by the holders of

a majority of all the bonds then outstanding under this indenture and accompanied, if said trustees or trustee so elect, with a deposit in the hands of said trustees or trustee of the major part of all the outstanding bonds in indemnification and support of said trustees' or trustee's action then it shall be the duty of the trustees, or trustee for the time being, to enforce the rights of the bondholders in the manner and to the extent prescribed in said requisition, and not otherwise, unless modified. recalled or changed by other subsequent, similar requisition or requisitions from time to time, made, provided the same conform to the provisions of this indenture, and do not impair any rights vested under this indenture, in the holders of the minor part of such bonds which do not join in such requisition or requisitions, it being the intent of this provision to secure to the holders of such majority in interest of all outstanding bonds secured under and by this indenture the same control, in such event, as the holders of a majority of said company's stock possessed in the management of said company before such default.

III. No provisions of this indenture shall be construed 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 expedient for their trust and their cestuis que trustent. No action of either trustees or bondholders in waiving any default, shall be taken to affect any subsequent default or impair the rights thereupon arising,

Article Thirteen. The word, trustees, whenever used herein, shall be construed to include the trustees above named, and the survivor of them and their and his successor successors, survivor and survivors, 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 the 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, or otherwise out of the trust estate on which they are charged, and when called upon to act, they shall be invested with full power to submit all questions of law or fact arising in the execution hereof to arbitrators, and also to compromise and settle, in their discretion, any and all such questions; and said company consents hereby that, upon application of the trustees, any and all the agreements and covenants herein contained or implied, may be decreed by any court of competent jurisdiction to be specifically performed by said company, its successors and assigns,

Article Fourteen. Whenever said trustees shall be at any time reduced to one in number from any cause, the trustee surviving or continuing shall thereupon be and become vested with every power as well to fill vacancies as every other power conferred in this indenture upon the trustees named herein without any further assurance or conveyance, and said surviving or continuing trustee shall, with the consent of the holders for the time being of a majority of the said bonds

then outstanding appoint a new co-trustee by instrument in writing under his hand and seal, and cause the same to be recorded in the office of the Secretary of State for the State of Wisconsin, and all the estate of the outgoing trustees shall thereupon be vested in such new trustee as fully as if he had been originally named in this indenture. If for any cause such vacancy shall remain unfilled for six months any Judge of the Circuit Court of the United States in either District of Wisconsin, upon application of the surviving or continuing trustee, or of the holder or holders of bonds to the amount of one tenth of the entire issue thereof then outstanding, or of said company, may fill the application by appointment of any suitable person who shall thereupon be and become a trustee with the same powers as if originally named herein. If from any cause there be total vacancy in the office of the trustees hereunder, the vacancy may immediately filled by said Judge upon application made as aforesaid, after ten days notice to said company.

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

Article Sixteen. This indenture of trust and Mortgage is subject to the agreement made with the Chicago St Paul and Minneapolis Railway Company for use of its tracks and connecting lines as therein provided for the term of twenty years and dated the twenty ninth day of November A.D. eighteen hundred and seventy nine, and the bonds issued under and secured by this indenture are entitled to all the benefits of said agreement, in event of default hereunder by the Wisconsin and Minnesota Railroad Company as fully as if said agreement had been made with the trustees herein for the benefit of said bonds

In Witness Whereof, the Wisconsin and Minnesota Railroad Company has caused these presents to be signed by Joseph L. Colby, its President thereunto lawfully authorized, and its common seal to be hereto affixed, and said John A. Stewart, Edwin W. Abbot and George Hoffman have hereto set their hands in token of their acceptance of the trusts herein created this — first — day of January A.D. Eighteen hundred and eighty

Wisconsin & Minnesota Railroad Company

by Joseph L. Colby President

seal of the Wisconsin and Minnesota Railroad Company

John A. Stewart
Edwin H. Abbott
George Hoffmon

State of Wisconsin
City and County of Milwaukee } ss,

Be it remembered that on this tenth day of March A.D. 1880, personally appeared before me Joseph L. Colby, to me known to be the President of the Wisconsin and Minnesota Railroad Company and the person who signed the foregoing instrument, and duly acknowledged the same to be their free act and deed of the said Wisconsin and Minnesota Railroad Company for the uses and purposes therein expressed,

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

Notorial seal

K. Kent Kleeman
Notary Public
Milwaukee County
Wisconsin

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

On this twenty fifth day of March in the year one thousand eight hundred and eighty before me the undersigned, personally came and appeared John A. Stewart, Edwin H. Abbot and George Hoffman to me personally known and known to me to be the individuals described in and who executed the foregoing Instrument and they severally acknowledged to me that they had executed the same for the purpose therein mentioned,

Notorial seal

Henry L. Thornell
Notary Public
New York (6)

Received for Record March 31st A.D. 1880 at 9 o'clock A.M.

Sheboygan and Western Railway Company.

Articles of Association.

Whereas the Railroad of the Sheboygan and Fond du Lac Railroad Company extending from the City of Sheboygan in the County of Sheboygan to the City of Fond du Lac in the County of Fond du Lac and from said last named city westwardly to the village of Princeton in the county of Green Lake in the State of Wisconsin, a distance of about seventy eight and four tenths (78 4/10) miles together with all and singular the property and franchises of said Railroad Company, was on the third day of April A.D. 1880, sold in pursuance of a judgment of the Circuit Court of Fond du Lac County, State of Wisconsin entered at the February term of said Court A.D. 1880 in a suit of the Farmers Loan and Trust Company of the City of New York vs The Sheboygan and Fond du Lac Railroad Company which suit was brought to foreclose a certain mortgage given by said Railroad Company dated October 1st 1871 which mortgage is recorded in the office of the Secretary of State of the State of Wisconsin in Volume three of Railroad Mortgages on pages 100 to 110 inclusive; and at said sale Albert Keep and Martin L. Sykes became the purchasers of said Railroad franchises and property for the sum of One Million Five hundred thousand Dollars, said Albert Keep and said Martin L. Sykes being at the time of said sale and at the time of the rendition of the judgment under which the same was made, the legal holders and owners of a majority of the stock of said Railroad Company and of a majority of the bonds of said company secured by the mortgage aforesaid.

The said Albert Keep, Martin L. Sykes and Marvin Rightitt, Joseph D. Redfield, Ole O. Kirkman and Burbon C. Cook, them associates do organize themselves into a railroad corporation in pursuance of the Statutes of the State of Wisconsin and adopt the following articles of association.

First.

The name of this corporation shall be Sheboygan and Western Railway Company.

Second.

The railroad, the railroad property and franchises of the Sheboygan and Fond du Lac Railroad company purchased as aforesaid by said Albert Keep and Martin L. Sykes, shall be received by this corporation at the sum of one million five hundred thousand dollars ($1,500,000 00) payable in the stock of this corporation at par.

Third.

The object and business of this corporation shall be to maintain and operate the line of the Sheboygan and Fond du Lac Railroad purchased as aforesaid from the City of Sheboygan in the county of Sheboygan via Fond du Lac to Princeton in the county of Green Lake and to construct, operate and maintain such future extensions of said Railroad as said Sheboygan and Fond du Lac Railroad company were authorized by law to construct and operate, or as shall be hereafter legally located and established.

Fourth.

The length of the Railroad of this corporation already constructed is seventy

eight and four tenths (78 4/10) Miles and the said Railroad extends through or into the counties of Sheboygan, Fond du Lac and Green Lake.

Fifth.

The capital Stock of this corporation shall be the sum of One Million Five hundred thousand dollars, and shall consist of fifteen thousand Shares of one hundred dollars each.

Sixth

The directors of this corporation for the first year and until others are chosen in their place shall be Albert Keep, Martin L Sykes, Marvin Knight, Joseph B. Redfield, M. M. Kirkman and Burton C. Cook, all of whom resids in Chicago State of Illinois except Martin L Sykes who resides in Westchester County State of New York.

	No of Shares
Albert Keep	14,995 Shares
Marvin Knight	1 .
Joseph B Redfield	1 .
M L Sykes by Albert Keep Atty in fact	1 .
M. M Kirkman	1 .
Burton C. Cook	1 .
	15,000 Shares.

State of Wisconsin } ss
Fond du Lac County } ss

Albert Keep, Marvin Knight and Burton C. Cook three of the directors named in the foregoing articles being first duly sworn say that the signatures to said articles of association are genuine and that it is tended in good faith to maintain and operate the road therein named.

Albert Keep
Marvin Knight
Burton C Cook.

Subscribed and sworn to before me this 9th day of April A. D. 1880.

Seal of Circuit Court Fond du Lac Co Wis

S G. Leland
Clerk circuit court.

Filed April 6th 1880.

S. H.

Trust Deed. Menominee Railway Co
To
The Farmers Loan and Trust Company, Trustee

parties to the Indenture

This Indenture, made this first day of April, A. D. 1880, by and between The Menominee Railway Company, a body corporate, incorporated under and by virtue of the laws of the State of Wisconsin, party of the first part, and The Farmers' Loan and Trust Company of New York, party of the second part, Witnesseth;

Whereas, the said party of the first part has commenced the construction of a certain line of railroad in the State of Wisconsin, hereinafter particularly described, and of which said party will be the owner when finished

Amount to be borrowed

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

And Whereas, said Company may hereafter determine to construct other extensions or branches of its said railroad as its business shall require;

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

Now, therefore, this Indenture Witnesseth, That for the purpose of securing the payment of the principal and interest of the bonds of said Company hereby provided to be issued, amounting to the sum of One Hundred and Sixty-Five Thousand Dollars, said bonds to be designated "The Menominee Railway Company First Mortgage Bonds," and to be of the denomination of fifteen thousand dollars each, all to bear date on the first day of April A. D. 1880, and payable, principal and interest, at the office or agency of the Chicago and North Western Railway Company, in the City of New York, and to bear interest at the rate of six per centum per annum payable semi-annually on the first days of April and October in each year which said bonds are numbered consecutively from one to eleven, inclusively, and are of like tenor and in the following form:

Denomination of Mortgage Bonds

United States of America.
State of Wisconsin.
The Menominee Railway Company
First Mortgage Bond,
Bearing Six Per cent. Interest.

Know all Men by these Presents, That The Menominee Railway Company

is indebted to the Farmers' Loan and Trust Company of New York, or to the bearer hereof, in the sum of fifteen thousand dollars, which the said Railway Company promises to pay to the said Farmers' Loan and Trust Company or to the bearer hereof, on the first day of October, in the year of our Lord one thousand nine hundred and twenty nine, at the office or agency of the Chicago and North Western Railway Company, in the City of New York, with interest thereon from the first day of April, A. D. 1880, at the rate of six per centum per annum payable semi-annually on the first days of April and October in each year, on the presentation and surrender of the annexed coupons as they severally become due.

This bond is one of an issue amounting in the aggregate to One Hundred and Sixty-Five Thousand Dollars, and consisting of eleven bonds, each for fifteen thousand dollars, numbered from one to eleven, inclusively, said issue being at the rate of fifteen thousand dollars to the mile of the railroad, beginning at a junction with the railroad of the Menominee River Railroad Company, on the boundary line between the States of Michigan and Wisconsin, and extending in a westerly direction therefrom to a point in Section Twenty, Town Forty, North Range Eighteen, east of the Fourth Principal Meridian, in said State, a distance of about eleven miles, upon which this issue of bonds is a first lien; all of which bonds are of like tenor and effect, and are equally secured by a deed of trust executed by the said Menominee Railway Company, and duly delivered to the said Farmers' Loan and Trust Company, conveying all the railroad of the said Company, as therein described, and the equipments, appurtenances and franchises thereunto belonging.

This bond shall pass by delivery or by transfer upon the books kept at the office or agency of the said Chicago and North Western Railway Company, in the City of New York, for that purpose, or at any other place where the Company may keep such transfer books, After a registration of ownership certified thereon 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 Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and has also caused coupons hereto annexed to be signed by its Secretary, on the first day of April A. D. 1880,

_____ President

_____ Secretary

This is to certify, that this bond is one of the bonds secured by the deed of trust, bearing date on the first day of April A. D. 1880, above mentioned.

_____ Trustee

Conveyance of railroad to Trustee &c. } That the said party of the first part, in consideration of the premises, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm unto the said party of the second part and its successors in the trust for whomsoever may from time to time, be the holders of the said bonds intended to be secured, all and singular the railroad of the party of the first part, beginning at a junction with the railroad of the said Menominee

Description of railroad. } River Railroad Company, on the boundary line between the States of Michigan and Wisconsin, and extending in a westerly direction therefrom, to a point in Section Twenty, Town Forty, North Range Eighteen, east of the Fourth Principal Meridian, in the State of Wisconsin, a distance of about eleven miles, including all the railways, ways, rights of way, depot grounds and other lands for rights of way or for railroad uses, all tracks, bridges, viaducts, culverts, fences and other structures; all depots station-houses, engine-houses, car-houses, freight-houses, wood-houses, and other buildings; and all machine shops and other shops, whether now held or hereafter acquired, for use in connection with the said hereinbefore described railroad or the business thereof; and including, also, all locomotives, tenders, cars and other rolling stock or equipment, and all machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railroad or any part thereof, or any of its 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 covenants, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, tolls, income rents, issues or profits thereof, and also all the real estate, right, title, interest, property, possession, claim and demands whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part thereof, with the appurtenances; it being expressly understood, however, that all the property and franchises, whether now in existence or hereafter to be acquired, conveyed or intended to be conveyed hereby, and as to which this trust is applicable, is that portion of the line of said railway company beginning at said junction with the Menominee River Railroad, on the boundary line between the States of Michigan and Wisconsin, and extending in a westerly direction to a point in Section Twenty, Town Forty, North Range Eighteen, east of the Fourth Principal Meridian, in the State of Wisconsin, a distance of about eleven miles, and the property and franchises to be used in connection therewith; and this trust shall not in any manner whatever, effect 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 of such future extensions or branches;

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 proper use benefit and behoof, forever; In Trust, nevertheless, to and for the uses and purposes and subject to the powers herein declared, granted or expressed, to-wit;

Payment of principal and of interest

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.

Railway Company shall (control the road until default is made,

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,

In case of default Trustee should take possession,

Article Third.— In case default shall be made in the payment of any interest on any of the aforesaid bonds issued or to be issued, according to the tenor of the coupons thereto annexed, or the provisions hereof, or in any requirement hereof to be done or kept by the party of the first part; and if such default shall continue for the period of six months, it shall be lawful for the said trustee, or its successor, personally or by its attorneys or agents, to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and to have, hold and use the same, operating by its superintendents, managers, receivers, or servants, or other attorneys or agents, the said railroad, and conducting the business thereof, and exercising the franchises pertaining thereto, and making, from time to time, all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to it to be judicious, and to collect and receive all tolls, freights, incomes, rents, issues and profits of the same and of every part thereof; and after deducting the expenses of operating the said railroad and conducting its business, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens, prior to the lien of these presents, upon the said premises, or any part thereof, as well as just compensation for its own services, and for the services of such attorneys and counsel as may have been by it employed, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become due ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity thereto, the said trustee, after making such provision as to it may seem advisable for any half-years interest next to fall due, shall restore the possession of the premises hereby conveyed unto the said party of the first part, its successors or assigns;

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

Trustee's power of entry, or sale

Provided, that if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry, be construed to exaust or in any manner impair the powers of entry or sale, or any powers hereby granted to or conferred upon the said trustee,

After continued default in payment of principal trustee shall sell upon notice.

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

Trustee shall give purchaser sufficient deed.

Expenses to be deducted from proceeds; balance applied in 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 moneys 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 coupon is unpaid 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, &c.

Article Seventh.— The trustee shall have full power in his 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, ~~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 discuse 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

Error in recording that part erased is not expressed in original instrument.

shall have become expedient; and to make and deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use in substitution for any so released, shall be conveyed to the trustee upon the trusts of these presents; 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 trustees powers 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 powers of entry.

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

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 Thirty 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 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 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.

Meaning of "Trustee."

Article Tenth.— It is mutually agreed by and between the parties hereto, that the word "trustee," as used in these presents, shall be construed to mean the trustee for time being, whether original or new. And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to

Compensation to be paid Trustee

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

Trustee may resign.

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 the said trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by an instrument in writing signed by such majority; that, in case at any time hereafter the said trustee, or any trustee hereafter appointed, shall resign, or be removed as herein provided, or by a court of competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to such trustee shall be appointed by the Chicago and North Western Railway Company, by an instrument in writing signed by the President, and attested by the Secretary of the said Company, under the corporate seal thereof, the said officers having first been thereto duly authorized by resolution of the Board of Directors thereof; and the

Appointment of successor.

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

Powers etc. of Trustee devolve upon its successor

resignation or removal of any trustee, or any appointment in its place in pursuance of these presents, all its powers and authorities by virtue hereof shall cease; and all the estate, right, title and interest in the said premises, of any trustee so resigning, or being removed, shall wholly cease and determine; but the said trustee so resigning or being removed shall, on the written request of the new trustee who may be appointed, immediately execute a deed or deeds of conveyance, to vest in such new trustee upon the trusts herein expressed all the property, rights and franchises which may be at that time held upon the said trusts; Provided, nevertheless, and it is hereby agreed and declared, that in case it shall at any time hereafter prove impracticable, after reasonable exertions, to appoint in the manner hereinbefore provided a successor to 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 Thirty thousand dollars, to any Circuit Court of the United States for any judicial district in which the aforesaid railroad may be situate, for the appointment of a new trustee.

Consideration.

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, deliver and acknowledge all such further deeds conveyances and assurances in the law, for the better assuring unto the said

Obligations of first party to Trustee.

trustee the said described 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.

Trustee's accountability

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

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

Menominee Railway Co seal

Menominee Railway Company
by Albert Keep President,
Attest J. B. Redfield Secretary,

Signed, Sealed and Delivered in presence of
Edwin F. Comy Jr

The Farmers Loan & Trust Co
by R. G. Rolston Trustee,
Prest

seal of the Farmers Loan and trust co

Attest
Geo F. Fitch
Secy

State of Illinois } ss
County of Cook }

Be it remembered that on this first day of

April in the year one thousand eight hundred and eighty before me the subscriber a Commissioner in and for the said State of Illinois, appointed by the Governor of the State of Wisconsin to take the acknowledgement and proof of Deeds, and instruments of writing under seal, to be used and recorded in the said State of Wisconsin and to administer oaths and affirmations appeared Albert Keep to me known to be the President of the Menominee Railway Company and Joseph B. Redfield to me known to be the Secretary of said Railway Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate seal of said Company to be affixed thereto pursuant to authority given by the board of Directors of said Company for the uses and purposes therein mentioned;

And I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company

Seal
Frank P. Grandon
commissioner
for the state of
Wisconsin,
Chicago Illinois

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

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

Be it remembered that on this Eighth day of April A. D. 1880 before me Edwin F. Corey Junior a Commissioner for the State of Wisconsin duly commissioned and qualified and residing in the City of New York personally appeared Roswell G. Rolston to me known to be the President of the Farmers Loan and Trust Company and George F. Fitch to me known to be the Secretary of the said Company and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of the said Company, and caused the corporate seal of said Company to be affixed thereto pursuant to authority given by the Board of Directors of said Company for the uses and purposes therein mentioned

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

Official
Seal of
Edwin F.
Corey, Com

Edwin F. Corey Jun
Commissioner for the State of Wisconsin
No 54 Wall Street New York

Received for record April 15th 1880 at 10.30m A.M.

S. & B.

Trust Deed

Sheboygan and Western Ry Co

To

The Farmers Loan and Trust Co.,

Trustee. May 1st 1880.

parties to the Indenture

This Indenture, made this first day of May, A. D. 1880 by and between The Sheboygan and Western Railway Company, a body corporate, incorporated under and by virtue of the laws of the State of Wisconsin, party of the first part, and The Farmers Loan and Trust Company of New York, party of the second part Witnesseth;

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

Amount to be borrowed.

And Whereas, the said party of the first part desires to borrow the sum of Eight Hundred Thousand Dollars, in lawful money, and to issue and dispose of its bonds to that amount, and to mortgage its corporate property and franchises hereinafter particularly described, and the Income thereof, to secure the payment of such bonds;

And Whereas, said Company may hereafter determine to construct other extensions or branches of its said railroad as its business shall require;

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

denomination of Mortgage bonds

Now, therefore, this indenture Witnesseth, That, for the purpose of securing the payment of the principal and interest of the bonds of said Company hereby provided to be issued, amounting to the sum of Eight Hundred Thousand Dollars, said bonds to be designated "The Sheboygan and Western Railway Company First Mortgage Bonds," and to be of the denomination of ten thousand dollars each, all to bear date on the first day of May, A. D. 1880, and payable, principal and interest, at the office or agency of the Chicago and North Western Railway Company, in the City of New York, and to bear interest at the rate of six per centum per annum payable semi-annually on the first days of April and October in each year; which said bonds are numbered consecutively from one to eighty, inclusively, and are of like tenor and in the following form:

United States of America
State of Wisconsin
The Sheboygan and Western Railway Company
First Mortgage Bond,
Bearing Six per cent. Interest.

Know all Men by these Presents, That The Sheboygan and Western Railway Company is indebted to the Farmers' Loan and Trust Company of New York, or to the bearer hereof, in the sum of ten thousand dollars, which the said Railway

Company promises to pay to the said Farmers Loan and Trust Company, or to the bearer hereof, on the first day of October, in the year of Our Lord One thousand nine hundred and twenty nine, at the office or agency of the Chicago and North Western Railway Company, in the City of New York, with interest thereon from the first day of April, A. D. 1880, at the rate of six per centum per annum payable semi-annually on the first days of April and October in each year, on the presentation and surrender of the annexed coupons as they severally become due.

This bond is one of an issue amounting, in the aggregate to Eight Hundred Thousand Dollars, and consisting of eighty bonds, each for ten thousand dollars, numbered from one, to eighty, inclusively, said issue being at the rate of ten thousand dollars to the mile of the railroad, beginning at the City of Sheboygan, in Sheboygan County, State of Wisconsin, and extending in a westerly direction therefrom to the Village of Princeton, Green Lake County, in said State, a distance of about eighty miles, upon which this issue of bonds is a first lien; all of which bonds are of like tenor and effect, and are equally secured by a deed of trust executed by the said Sheboygan and Western Railway Company, and duly delivered to the said Farmers' Loan and Trust Company, conveying all the railroad of the said Company, as therein described, and the equipments, appurtenances and franchises thereunto belonging.

This bond shall pass by delivery or by transfer upon the books kept at the office or agency of the said Chicago and North Western Railway Company, in the City of New York, for that purpose, or at any other place where the Company may keep such transfer books. After a registration of ownership certified thereon 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 Company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and has also caused coupons hereto annexed to be signed by its Secretary on the First day of May A. D. 1880.

_____ President

_____ Secretary

This is to certify that this bond is one of the bonds secured by the deed of trust, bearing date on the First day of May A. D. 1880, above mentioned.

_____ Trustee

Conveyance of railroad to Trustee } That the said party of the first part, in consideration of the premises, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm unto the said

party of the second part, and its successors in the trust for whomsoever may, from time to time, be the holders of the said bonds intended to be secured, all and singular the railroad of the party of the first part

Description of railroad } beginning at the City of Sheboygan, in Sheboygan County, State of Wisconsin and extending in a westerly direction therefrom, to the Village of Princeton, in Green Lake County, in said State, a distance of about eighty miles, including all the railways, ways, rights of way, depot grounds and other lands for rights of way or for railroad uses, all tracks, bridges, viaducts, culverts, fences and other structures; all depots, station-houses, engine-houses, car-houses, freight-houses, wood-houses and other buildings; and all machine shops and other shops, whether now held or hereafter acquired, for use in connection with the said hereinbefore described railroad or the business thereof; and including, also, all locomotives, tenders cars and other rolling stock or equipment; and all machinery, tools, implements, fuel and materials for constructing, operating, repairing, or replacing the said railroad or any part thereof, or any of its 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 covenants, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, tolls, income, rents, issues or profits thereof, and also all the real estate, right, title, interest, property, possession, claim and demands whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part thereof, with the appurtenances; it being expressly understood, however that all the property and franchises, whether now in existence or hereafter to be acquired, conveyed or intended to be conveyed hereby, and as to which this trust is applicable, is that portion of the line of said railway company beginning at said City of Sheboygan, in Sheboygan County, and extending in a westerly direction to the Village of Princeton, Green Lake County, in the State of Wisconsin, a distance of about eighty miles, and the property and franchises to be used in connection therewith; and this trust shall not, in any manner whatever, effect 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 of such future extension or branches;

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:

Payment of principal and interest.

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,

Railway Company shall control the road until default is made.

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,

In case of default Trustee shall take possession.

Article Third.— In case default shall be made in the payment of any interest on any of the aforesaid bonds issued or to be issued, according to the tenor of the coupons thereto annexed, or the provisions hereof, or in any requirement hereof to be done or kept by the party of the first part; and if such default shall continue for the period of six months, it shall be lawful for the said trustee, or its successor, personally or by its attorneys or agents, to enter into and upon all and singular the premises hereby conveyd 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

Operating expenses to be deducted, and ballance applied in payment of interest.

deducting the expenses of operating the said railroad and conducting its business, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens, prior to the lien of these presents, upon the said premises, or any part thereof, as well as just compensation for its own services, and for the services of such attorneys and counsel as may have been by it employed, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become due, ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity thereto, the said trustee, after making such provision as to it may

sem advisable for any half-year's 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 exaust or in any manner impair the powers of entry or sale, or any powers hereby granted to or conferred upon the said trustee.

Trustee's powers of entry or sale

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

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

Trustee shall give purchaser sufficient deed

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

Expenses to be deducted from proceeds; ballance applied to payment of principal and interest;

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 competent jurisdiction shall order.

Trustees 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 coupon is unpaid six months after date, Trustee may declare principal due

Article Sixth.— In case default shall be made in the payment of any half year's 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 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 trustees powers 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 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.

Meaning of "Trustee"

Article Tenth.— It is mutually agreed by and between the parties hereto, that the word "trustee," as used in these presents, shall be construed to mean the trustee for time being, whether original or new; and it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents, that the said trustee

Compensation to be paid 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

Trustee may resign.

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 the said trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by an instrument in writing signed by such majority; that in case at any time hereafter the said trustee, or any trustee hereafter appointed, shall resign, or be removed as herein provided, or by a court of competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to such trustee shall be appointed by the Chicago and North Western Railway Company, by an instrument in writing signed by the President, and attested by the Secretary of the said Company, under the corporate seal thereof, the said

Appointment of Successor

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

Powers etc. of trustee devolve upon its successor

the said premises, of any trustee so resigning, or being removed, shall wholly cease and determine; but the said trustee so resigning or being removed shall, on the written request of the new trustee who may be appointed, immediately execute a deed or deeds of conveyance, to vest in such new trustee upon the trusts herein expressed all the property, rights and franchises which may be at that time held upon the said trusts. Provided, nevertheless, and it is hereby agreed and declared, that, in case it shall at any time hereafter prove impracticable, after reasonable exertions, to appoint in the manner hereinbefore provided a successor to 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 the aforesaid railroad may be situate, for the appointment of a new trustee,

Consideration.

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, deliver

Obligations of first party to Trustee

and acknowledge 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 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.

Trustee's accountability.

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

In Testimony Whereof, the said party of the first part has caused its corporate seal to be affixed to these presents, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part has caused its corporate seal

to be affixed to these presents, and the same to be attested by the signatures of its President and Secretary, to testify its acceptance of the said trust, the day and year first above written.

(Railway Companys seal)

Sheboygan and Western Railway Company
by Albert Keep President.

Attest
J. B. Redfield Secretary

Signed Sealed and delivered in presence of
as to The Farmers Loan & Trust Co
C. E. Mills
W. D. Ward

as to the Sheboygan and Western Ry Co.
Chas L. Lowe
W. H. Morris

(The Farmers Loan & Trust Co's Seal)

The Farmers Loan & Trust Co Trustee
by R. G. Rolston Pres

Attest Geo P. Fitch Sec

State of Illinois } ss,
County of Cook }

Be it remembered that on this first day of May in the year one thousand eight hundred and eighty, before me the subscriber a Commissioner in and for the said State of Illinois appointed by the Governor of the State of Wisconsin to take the acknowledgement and proof of deeds, and instruments of writing under seal, to be used and recorded in the said State of Wisconsin and to administer oaths and affirmations, appeared Albert Keep to me known to be the President of the Sheboygan and Western Railway Company and J. B. Redfield to me known to be the Secretary of said Railway Company, and they severally acknowledged that they executed the within and foregoing instrument as President and Secretary of said Company and caused the corporate seal of said Company to be affixed thereto pursuant to authority given by the Board of Directors of said Company for the uses and purposes therein mentioned.

(Commissioners seal)

And I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

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

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

Be it remembered that on this Third day of May A. D. 1880 before me, Chas Edgar Mills, a Commissioner of the State of Wisconsin, in and for the State of New York, residing in said City of New York, personally appeared Rosewell G. Rolston the President of the Farmers Loan and Trust Company, and George P. Fitch the Secretary of the same Company, to me respectively personally known to be such who being by me severally duly sworn, did depose

and say, that he said Rosewell G. Rolston resided in the City and State of New York that he said George P. Fitch also resided in the City and State of New York, that he said Rosewell G. Rolston was the President and he said George P. Fitch, was the Secretary of the said Company, that they know the corporate seal of said Company, that the seal affixed to the foregoing instrument is such corporate seal, that it was so affixed thereto by order of the Board of Directors of said Company, and that they the said Rosewell G. Rolston and George P. Fitch, signed their names thereto by the like order as President and Secretary, of said Company respectively, and the said Rosewell G. Rolston and George P. Fitch, personally known to me to be the individuals and officers as above described, who further acknowledged to me that they had signed, sealed, and executed, the foregoing Instrument, as the free and voluntary act and deed of the Farmers Loan and Trust Company for the uses and purposes therein mentioned,

(Commissioners seal)

In witness whereof, I have hereunto set my hand and affixed my official seal this 3rd day of May A. D. 1880,

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

Received for record May 6th A. D. 1880 at 10. o'clock A. M.

Chicago, St Paul & Minneapolis Railway Co
Deed of Release No 11. Recorded in Vol 3. of R. R. Mortgages P. 552 - 554 inclusive May 7th 1880.

Milwaukee & Madison Railway Company
Articles of Organization. Recorded in Vol "3." of R. R. Mortgages on Pgs 555 & 556 May 18th 1880

Deed
Hudson & River Falls Railway Co
to
St. Paul & Sioux City Railroad Co
Recorded in Vol 3 of R R Mortgages on pages 557 & 558, day May 19th 1880.

Deed.
St Paul and Sioux City Railroad Co
to Hudson & River Falls Railway Co
Recorded in Vol 3 of R R Mortgages on pages 559 & 560

Chicago St Paul & Minneapolis Railway Co
to
North Wisconsin Railway Co
Quit Claim Deed

Received May 19th 1880 and recorded in Vol 3 of R R Morty. pp 561 & 562

Hudson & River Falls Railway Co
to
North Wisconsin Railway Co
Deed.

Received May 19th 1880 and recorded in Vol 3 of R R Morty. pp 563 & 564.

Chicago St Paul & Minneapolis Railway Co.
Deed of Release No 12

Received May 20th 1880 and recorded in Vol 3 of R R Morty. pp 565-567 incl.

Janesville, Beloit & Rockford Railway Co
Resolution of Board of Directors, extending line of roads

Received May 20th 1880 and recorded in Vol 3 of R R Morty. p 568.

Pine River Valley and Stevens Point Railroad Co.
Satisfaction of Mortgage by New York, New England & Western Investment Co.

Received May 28th 1880, at 10 o'clock A M, & recorded in Vol 3 R R M. p. 569.

Articles of Consolidation, Made and entered into this twenty fifth day of May A.D. one thousand eight hundred and eighty, by and between the Chicago, Saint Paul and Minneapolis 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 North Wisconsin Railway Company, likewise a corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part,

Whereas, The party of the first part owns and operates a railway, extending from Ebroy, in the County of Juneau, in said State, to the Saint Croix Lake, at the Town of Hudson, in the County of St Croix between townships twenty-five and thirty-one, in said State, and the party of the second part is authorized by law to construct, has partially constructed, and intends to complete a railway from the said Town of Hudson, on the said Saint Croix Lake, between said townships twenty five and thirty one, to Bayfield, on Lake Superior (eighty miles of said railway being already completed, and Whereas, The party of the second part is also the owner, by purchase, of a railway from Hudson aforesaid to River Falls, in the County of Pierce, in said State (which is by law a part of the party of the second part's land grant railway), and intends to extend the same at either or both ends thereof, and Whereas, The said railways are so situated with reference to each other, that they can be lawfully connected and operated together, to constitute one continuous main line (neither of said railways being as to the other a parallel or competing railway), and Whereas, The laws of said State of Wisconsin, especially chapter 260 of the Laws of said State for the year A. D. 1880, entitled An Act to amend Section eighteen hundred and thirty-three of Chapter 87 of the Revised Statutes, entitled 'Of Railroads,' authorizes the consolidation and union of railway property and franchises so situated with reference to each other as are the railways and franchises of the parties hereto, and the formation thereby of one Joint Stock Company, and Whereas, It is deemed greatly for the public interest, and for the benefit of the owners of and parties interested in the said railway properties respectively, that the two railways should be consolidated and brought under the management and control of one Board of Directors, and Whereas, The parties hereto have duly resolved so to consolidate and unite upon the terms and conditions hereinafter mentioned and set forth. Now, therefore, this Agreement Witnesseth: That the said Chicago, Saint Paul and Minneapolis Railway Company, the party of the first part hereto, and the said The North Wisconsin Railway Company, the party of the second part hereto, in consideration of the premises, and of their mutual interests, and of the agreements herein, do hereby mutually agree to consolidate, and do hereby unite, consolidate, and combine the said two Companies, with their and each of their capital stock, franchises, property and rights of every name and nature, into one Company, and one property, which Company shall be known by the corporate name and style of the "Chicago, Saint Paul, Minneapolis and Omaha Railway Company," and said consolidated Company shall from henceforth have and possess all the said property, and all the rights, franchises, powers, privileges, and immunities of every name and nature which are or have been granted to, or conferred upon, or are possessed by either or both of said parties hereto, by or under the laws of the said State of Wisconsin; save only such as may be hereinafter expressly excepted upon the terms and conditions following, which said terms and conditions, all and singular, have been and are hereby by the parties hereto agreed to and upon, to-wit;

Article First, The number of Directors of the Consolidated Company, hereby

formed shall be thirteen, unless a different number shall be hereafter duly ordered. The first election of Directors shall be held on the 4th day of June A.D. 1881, and the annual elections thereafter shall be held on the first Saturday after the first Thursday in June in each year, until and unless a different day shall be provided by the by-laws of the Consolidated Company; and in the meantime, until such election shall be had, the present Board of Directors of the party of the first part shall be the Directors of the Consolidated Company, and the President, and other officers, and Executive Committee of the party of the first part shall be and remain President, officers and Executive Committee of the said Consolidated Company, with their present powers, all of which may be exercised by them respectively and in respect to the joint property and business, until their respective successors shall have been duly elected by the said Consolidated Company.

Note X the words last in this line and those in the following line are omitted in the original but interlined

Article Second – All the by-laws, rules and regulations of the party of the first part, shall remain in force until duly abrogated or modified, and the same shall be obligatory upon the Consolidated Company so far as applicable, and not repugnant to the provisions of this agreement.

Article Third – Until otherwise duly ordered, the present office of the party of the first part in the town of Hudson, St Croix County, Wisconsin, shall be and remain the principal office of the Consolidated Company.

Article Fourth – The common seal of the Consolidated Company shall be, until otherwise duly ordered, a device which shall impress upon paper, in circular form, the words "Chicago, St Paul Minneapolis and Omaha Railway Company," and in the centre thereof the words "Corporate Seal."

Article Fifth. The stock of the Consolidated Company shall be Fifty Million Dollars which shall be divided into shares of one hundred dollars each, of which three hundred thousand shares shall be common stock, and two hundred thousand shares shall be preferred stock: and said preferred stock shall be entitled to preference to the aggregate interest of seven per centum in the dividends which may be declared in any year out of the net earnings of the Consolidated Company; and the said stock, common and preferred, shall be issued as hereinafter provided.

Article Sixth – The stock of the said North Wisconsin Railway Company shall be convertible into the preferred and common stocks of the Consolidated Company, at the rate of one share and one third of a share of the preferred stock of the Consolidated Company, and one share and one third of a share of the common stock of the Consolidated Company, for each one share of the capital stock of said The North Wisconsin Railway Company, and the said stock shall be so issued and delivered by the Consolidated Company to holders of the said capital stock of the North Wisconsin Railway Company, upon presentation and surrender by them to the proper officer of the said Consolidated Company of the certificates representing the stock so to be converted.

Article Seventh – The preferred and common stocks of the said Chicago, St Paul and Minneapolis Railway Company shall be convertible into the preferred and common stocks of the Consolidated Company at the rate of one and one third shares of the preferred stock of the Consolidated Company, for one share of the preferred stock of the Chicago, St Paul and Minneapolis Railway Company, and one and one third shares of the common stock of the Consolidated Company, for one share of the common stock of the said Chicago, St Paul and Minneapolis Railway Company, and the said stock shall be so issued and delivered to holders of the said stocks of the said Chicago, St Paul and Minneapolis Railway Company, upon presentation and surrender by them to the proper officer of the said Consolidated Company of

the certificates representing the stocks so to be converted.

Article Eighth – The Consolidated Company is authorized and empowered to issue and deliver forthwith so much of its said preferred stock and of its said common stock as shall be necessary to carry into effect the provisions of the two last preceding Articles and further, so much thereof from time to time as the Board of Directors or Executive Committee for the time being shall authorize for the consolidation with or purchase of such railways, and railway properties and franchises, or the stocks or bonds thereof, within or without the State of Wisconsin, as might under the laws of said State be purchased, owned, or consolidated with by the said Consolidated Company; and further, so much as the said Directors may deem essential for the construction of such additional railways, within or without the State of Wisconsin whether by way of completing or extending the main line or lines of the railways hereby, by these Articles, consolidated, or of any railway which may be so purchased or consolidated with, within, or without the limits of said State, or by way of extension or completion of branch roads already in part constructed within or without said State, or in the construction of such branch roads within or without said State as shall be hereafter by the Directors duly ordered to be constructed. It being, however, hereby expressly understood and agreed that except for the purpose of carrying into effect the provisions of Articles Sixth and Seventh hereof, the said stock of the Consolidated Company shall in no event be issued to a greater amount than ten thousand dollars of preferred and fifteen thousand dollars of common for each mile of railway by the Consolidated Company hereafter acquired or controlled within or without said State, by purchase, construction, consolidation or otherwise.

Article Ninth – The Consolidated Company, so hereby created, may, and is hereby authorized and empowered to execute and issue, subject to the limitation hereinafter provided, its corporate bonds in such amounts and upon such terms as the Board of Directors or Executive Committee may prescribe, and to secure the payment thereof, may execute and deliver a Mortgage or trust-deed embodying generally such terms and provisions as the said Board or Executive Committee shall direct, of and upon the railways, franchises, lands, and other property hereinbefore mentioned as hereby conveyed and transferred to the said Consolidated Company, and of and upon all property of every name, nature, and character now owned or to be owned under the provisions hereof by the Consolidated Company, and which may be by it hereafter acquired or created, within or without the said State of Wisconsin, by purchase, construction, consolidation or otherwise, which said bonds may be used for the purpose of retiring or replacing the bonded indebtedness of the parties hereto incurred prior to May 1st A.D. 1880, and in the purchase or construction of or consolidation with any other railway or railways, branch or otherwises, and the franchises and properties thereof, within or without said State of Wisconsin, which the Consolidated Company may now or hereafter have lawful right or power to purchase, construct or consolidate with, and in the purchase or retirement, by way of exchange or otherwise, of the bonds or other securities of any railway or railways within or without said State which the Consolidated Company may now or hereafter have lawful right and power to purchase, own or consolidate with. It is however hereby expressly understood and agreed that the said bonds shall be, as to the amount thereof to be issued, absolutely limited as follows, that is to say:

First— An amount thereof may be forthwith issued sufficient to retire by way of exchange, dollar for dollar, the bonded indebtedness of the parties hereto as the same exists at the taking effect of these Articles including interest then due.

Second— Said bonds may from time to time be issued for any of the purposes in this Article expressed, to an amount equal to fifteen thousand dollars per mile of railway, main line or branch, within or without said State of Wisconsin, which may be acquired or created by the Consolidated Company by purchase, construction, consolidation or otherwise, but except for the purpose of carrying into effect the provisions of the preceeding subdivision of this Article such bonds shall never in any event, be issued to an amount exceeding fifteen thousand dollars per mile of constructed railway, as in this subdivision hereinbefore provided.

Article Tenth— Each and every existing bond, lease, contract, agreement, obligation or liability heretofore entered into, assumed, incurred or agreed to by the parties hereto, or either of them, including expressly the agreement and obligation made and incurred by the party of the second part, under and by virtue of the provisions of Chapter Twenty-Two of the Laws of Wisconsin for the year A.D. 1879, entitled "An Act to facilitate the execution of the Trust assumed by the State of Wisconsin by her acceptance of the grants of land made by Acts of Congress, approved respectively, June 3d 1856, and May 5th 1864, to aid in the construction of certain railroads in said State" by its acceptance of said Act shall be severally discharged, fulfilled, obtained and carried out by the Consolidated Company hereby created; and each and every of the acts, proceedings, resolutions and doings of the respective Boards of Directors of the parties hereto, and of the respective Executive Committee thereof, shall be, and the same are hereby in all respects ratified, confirmed and adopted, and shall be obligatory upon and observed by the Consolidated Company.

Article Eleventh— And these Presents Further Witness, That the party of the first part, the Chicago, St Paul and Minneapolis Railway Company, in consideration of the premises, and of the sum of one dollar duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, and of the agreements and conveyances herein made by the party of the second part, and for other valuable considerations received hath granted, assigned, set over to and vested in, and doth hereby grant, assign, set over to, convey and vest in said Consolidated Company so hereby created, for the purposes of such consolidation, all of its railway, extending from Elroy, in the said County of Juneau, as aforesaid, to the Town of Hudson, in the said County of St Croix, the same being in length about 180 miles, including all the railway rights of way depot grounds, and all lands used in connection with the operation and maintenance of said railway, 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 now held or acquired by the party of the first part, for use in connection with the said railway or any part thereof, and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, supplies and materials for constructing, maintaining, operating, repairing, or replacing the said railway or any part thereof, or any of the equipments or appurtenances of the said railway, or any part thereof, including also all leases and contracts and corporate and other franchises, rights and privileges, connected with or relating to the said railway, and the construction maintenance or use of the same, and also all rights, powers and privileges, immunities and exemptions conferred upon or vested in the party of the first part, under and by the laws of the State of Wisconsin or any thereof; Also including all lands acquired by said Company from the State of Wisconsin, and the United States or either of them, under the Acts of Congress approved respectively June 3d A.D. 1856, and May 5th A.D. 1864, granting lands to the State of Wisconsin to aid in the construction of railways therein, and under and by virtue of the laws of said State, conferring said land grants upon the Tomah and Lake St Croix Railway Company, afterwards known as the West Wisconsin Railway Company, of which Company the party of the first part hereto is the successor; expressly excepting, however, from this conveyance and transfer, all the right, title, interest and claim of the party of the first part, in to and for what are known as the "West Wisconsin Deficiency Lands" the same being lands which the West Wisconsin Railway Company and the party of the first part hereto claimed and claim to have earned from the State of Wisconsin and the United States, under said legislation, State and Federal, by the construction of said railway, but for which lands no patents have yet been issued, the right of the Company thereto being in dispute; the said claim and the said lands so hereby excepted being involved in the cause now pending in the Circuit Court of the United States, in and for the Western District of Wisconsin, wherein the Madison and Portage Railway Company is complainant and the North Wisconsin Railway Company, the West Wisconsin Railway Company and others are defendants, the said lands, and all right, title, and interest therein and thereto, and all claim and cause or causes of action therefor, having been, prior to the taking effect of these articles, duly sold, conveyed, assigned and set over by the party of the first part hereto, to Roswell P. Flower by instrument duly executed on the Eleventh day of May A.D. 1880, Hereby granting, conveying, transferring and assigning also to the said Consolidated Company, all property, money and effects, claims, bills notes, debts, dues and demands of every name and nature, now owned and held by the party of the first part, together with the reversions, remainders, and appurtenances to the aforementioned property and all thereof in anywise appertaining, to be held, owned, possessed and controlled by the Consolidated Company, as fully and completely to all intents and purposes as the party of the first part now holds, owns possesses and controls the same, it being the intention hereof to convey, transfer and assign to the said Consolidated Company all of the property, real, personal and mixed, of every form and nature, in possession and in expectancy, of the party of the first part, saving and excepting only the said claim for deficiency and the said lands involved therein.

Article Twelfth. And these Presents Further Witness, That the party of the second part, The North Wisconsin Railway Company, in consideration of the premises, and of the sum of one dollar, duly paid by the said party of the first part, the receipt whereof is hereby acknowledged and of the agreements and conveyances herein made by the party of the first part, and for other valuable considerations received, hath granted, assigned, set over to and vested in, and doth hereby grant, assign, set over to convey and vest in said Consolidated Company so hereby created, for the purposes of such consolidation, all of its railway constructed from what is known as "North Wisconsin Junction," toward Bayfield, on Lake Superior, the same being in length eighty miles; and also the railway heretofore acquired and now owned by the party of the second part, between the said town of Hudson and the village of River Falls, in the County of Pierce, in said State, the said last named road having been heretofore known as the "Hudson and River Falls Railway" (but being now by virtue of the ownership thereof by the party of the second part as aforesaid, and under the provisions of Chapter 176 of the Laws of said State for the year A.D. 1880 entitled

An Act to grant to The North Wisconsin Railway Company the optional right to grade forty miles of its railway during the year 1880. in lieu of completing twenty miles thereof during said year, and to define its rights and duties in a contingency therein named.

a portion of the party of the second parts land grant railway) including all the railway rights of way, depot grounds and all lands used in connection with the operation and maintenance of said railway so herein before conveyed. 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 now held or acquired by the party of the second part for use in connection with the said railway, or railways, or any part thereof, and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, supplies and materials for constructing, maintaining, operating, repairing or replacing the said railway or any part thereof, or any of the equipments or appurtenances of the said railway or any part thereof; including also all corporate and other franchises, rights and priveliges connected with or relating to the said railway, and the construction, maintenance or use of the same, and also all rights, powers, and privileges, immunities and exemptions conferred upon or vested in the party of the second part, under and by the laws of the State of Wisconsin or any thereof, And also the right of the party of the second part to complete the said railway from St. Croix Lake as aforesaid to Bayfield, and from Hudson by way of River Falls to Prescott or some point on the Mississippi River, in Pierce County, Wisconsin, as provided by Chapter 126 of the laws of said State for the year A. D. 1874, entitled "An Act to confer certain lands upon The North Wisconsin Railway Company and the Chicago and Northern Pacific Air Line Railway Company and to execute the trusts assumed by the State of Wisconsin by its acceptance of the grants of land made by acts of Congress approved June 3d 1856, and May 5th 1864, and the acts amendatory thereof and supplementary thereto, hereby granting, assigning, transferring and setting over, and intending to grant, assign, transfer and set over, unto the Consolidated Company all the rights, powers, franchises and privileges conferred by said chapter 126, and said amendatory and supplementary acts upon the party of the second part, and which the said party of the second part has acquired or might acquire under said acts to construct and complete the said land grant railway, and to earn and acquire by means of the construction and completion thereof, the land grant made by said Chapter 126 and said supplementary acts to the said party of the second part, and by the acts of Congress in said chapter referred to, to the State of Wisconsin for the purpose of constructing said railway. Also including all lands earned, acquired and to be acquired (as well those hitherto patented as those yet to be patented) by and for the construction by the party of the second part of the eighty continuous miles of its railway constructed by it prior to the first day of April A. D. one thousand eight hundred and eighty. Also hereby granting, conveying, transferring and assigning unto the said Consolidated Company all property, money and effects, claims, bills, notes, debts, dues and demands of every name and nature now owned and held by the party of the second part, with the reversions, remainders and appurtenances to the aforementioned property and all thereof in anywise appertaining or belonging, to be held, owned, possessed and controlled by the Consolidated Company as fully and completely to all intents and purposes as the party of the second part now holds, owns, possesses and controls the same, it being the intention hereof to convey, transfer and assign to the said Consolidated Company all of the property, real, personal and mixed, of every form and nature in possession and in expectancy of the party of the second part, including franchises of every description. It being however, expressly understood and agreed, that the Consolidated Company takes from the party of the second part the conveyance hereby made of the right and franchise to complete the said North Wisconsin Railway, and to earn and acquire by the completion of such railway the lands herein before referred to, subject in all respects to the terms and conditions imposed upon said North Wisconsin Railway Company by said Chapter 126 of the Laws of said State for the year A. D. 1874, and by all other Laws of the State of Wisconsin, and by said acts of Congress and by Section 1858 of Chapter 87 of the Revised Statutes of the said State.

Article Thirteenth – Consent and approval are hereby given to the purchase by the Consolidated Company hereby created, of the stock and other securities or any part thereof of the Saint Paul and Sioux City Railroad Company, and its or any of its proprietary, leased or connecting railroads in any State or Territory, or to the consolidation of the Consolidated Company with said Saint Paul and Sioux City Railroad and such other railways, or any portions of either thereof, upon such terms as the Board of Directors of the Consolidated Company so hereby created shall deem best, and generally to the acquisition by the Consolidated Company so hereby created, by purchase, construction, leasing, consolidation or otherwise, of any railway or railways within or without said State of Wisconsin, as said Board of Directors shall deem necessary or wise for the development of the railway system created by bringing together under one management, whether by consolidation or otherwise, the property of the Consolidated Company so hereby created and the property of the said St. Paul and Sioux City Railroad Company.

Article Fourteenth – These Articles may be amended and modified from time to time unless a different method shall have been prescribed by the laws of Wisconsin, by resolution reciting accurately the proposed amendment adopted by vote of a majority of the Stockholders of the Consolidated Company present in person or by proxy, at any annual meeting or at any special meeting duly called and held for the purpose. But such amendment shall not take effect until a certified transcript of the proceedings of the meeting upon that subject, showing the Stockholders present in person or by proxy, and the number of shares voting in favor of such amendment, shall have been filed with the Secretary of State of the State of Wisconsin.

Article Fifteenth – All books, memorandums, contracts, notes, bonds, records, deeds, profiles, maps, charts, plats, locations, and all papers of every name and nature relating to the railways, business and property of the parties hereto, shall be surrendered to the proper officers of the Consolidated Company and shall henceforth be and remain the property of the said Consolidated Company for all purposes and in the possession and control thereof.

Article Sixteenth – These Articles shall take effect and be in force so soon as the precedent conditions prescribed by Chapter 260 of the Laws of the State of Wisconsin for the year 1880, entitled "An Act to amend Section 1888 of Chapter 87 of the Revised Statutes of 1878 entitled "Of Railroads" approved March 15th, 1880, shall have been in all respects complied with.

In witness whereof the parties hereto have caused these Articles to be signed by their respective presidents, countersigned by their respective secretaries and their respective corporate seals to be hereunto affixed the day and year first above written,

the word respective interlined on comparing

Seal

Chicago St Paul & Minneapolis Railway Co
by H. H. Porter President
C. W. Porter Secretary

Seal

The North Wisconsin Railway Co
by H. H. Porter President
Wm H. Phipps Secretary of the North Wisconsin R. Ro

Signed, Sealed, and Delivered In presence of
John C. Spooner
J. A. Humbird

State of Wisconsin } ss. Personally came before me this twenty fifth day of May A. D. 1880
County of St Croix } the above named Henry H. Porter President of the above named Chicago, St Paul and Minneapolis Railway Company and C. W. Porter Secretary of said Railway Company to me known to be such President and Secretary and to me known to be the persons who executed the foregoing instrument and acknowledged the same

(seal)

F. H. Harvey
Notary Public St Croix Co Wis

State of Wisconsin } ss.
County of Saint Croix } Personally came before me this twenty fifth day of May A. D. 1880 the above named Henry H. Porter President of the above named The North Wisconsin Railway Company and William H. Phipps - Secretary of said Railway Company to me known to be such President and Secretary, and to me known to be the persons who executed the foregoing instrument and acknowledged the same

(seal)

F. H. Harvey
Notary Public St Croix Co. Wis

We the undersigned being a majority in interest of the stockholders of the Chicago St Paul and Minneapolis Railway Company, and each owning the number of Shares of the Capital Stock of said Railway Company set opposite to our respective names hereunder, do hereby, each for himself, as such stockholder consent to the consolidation of the said Chicago St Paul and Minneapolis Railway Company and its stock and property with The North Wisconsin Railway Company, and its stock and property as provided in and by the foregoing and annexed articles of consolidation, and do each hereby expressly approve of the said Articles of Consolidation and all and singular the terms and provisions thereof

Witnesses to Signatures	Signatures		Number of shares of stock owned by signer "A"
C. W. Hillaid	R. P. Flower & Co	seal	1128
C. W. Hillaid	R. P. Flower	seal	500
C. W. Hillaid	Sarah M. Flower by R. P. Flower Atty	seal	20

C. W. Hillaid	Emma A. Schley by R. P. Flower atty	seal	585
C. W. Hillaid	Henry Siebert	seal	1
C. W. Hillaid	R. S. Pattison	seal	202
C. W. Hillaid	G. A. Pattison	seal	1000
C. W. Hillaid	Floyd Vail	seal	2400
C. W. Hillaid	J. C. Clarke	seal	4504
C. W. Hillaid	A. R. Flower	seal	1
C. W. Hillaid	H. H. Porter	seal	4272
C. W. Hillaid	H. H. Porter In Trust	seal	1000
C. W. Hillaid	P. Sawyer	seal	100
C. W. Hillaid	Benj Brewster	seal	348
C. W. Hillaid	R. J. Kimball & Co	seal	100
C. W. Hillaid	E. C. Benedict	seal	109
C. W. Hillaid	E. C. Benedict atty	seal	10
C. W. Hillaid	Wetmore & Rathborne	seal	200
C. W. Hillaid	Putnam & Earle	seal	100
C. W. Hillaid	R. Egerton	seal	6900
C. W. Hillaid	R. Egerton asst Pr	seal	51
C. W. Hillaid	David Dows	seal	1600
C. W. Hillaid	Mrs. H. H. Porter	seal	1000
C. W. Hillaid	Pomeroy Cox & Smith	seal	1000
C. W. Hillaid	P. M. Hartshorne & Bro	seal	200
C. W. Hillaid	Edward Brandon	seal	500
C. W. Hillaid	Marx & Co	seal	700
C. W. Hillaid	Adams & McHarg	seal	200
C. W. Hillaid	White & Randolph	seal	300
C. W. Hillaid	Vermilye & Co	seal	100
C. W. Hillaid	A. H. Baldwin	seal	200.
C. W. Hillaid	Mrs. D. A. Baldwin By A. H. Baldwin atty	seal	100.
C. W. Hillaid	F. E. Trowbridge	seal	1169
C. W. Hillaid	H & J. Clark	seal	1038
C. W. Hillaid	H. R. Bishop	seal	100
C. W. Hillaid	S. Lansburgh	seal	100
C. W. Hillaid	Brayton Ives & Co	seal	500
C. W. Hillaid	Trask & Francis	seal	200
C. W. Hillaid	John Bloodgood & Co	seal	300
H. H. Porter	Walston H. Brown & Bro	seal	100
C. W. Hillaid	A. B. Baylis by Wm Baylis	seal	49
C. W. Hillaid	A. B. Baylis Jr & Co	seal	500
C. W. Hillaid	John Moulson	seal	10
C. W. Hillaid	Harriot & Noyes	seal	400
C. W. Hillaid	Jno B. Hillyer	seal	200

C. W. Willaid	Lawrence Brothers & Co	(seal)	800
C. W. Willaid	Horace Mannel & Co	(seal)	100
C. W. Willaid	W. P. Watch & Sons	(seal)	300
C. W. Willaid	A. M. Kidder & Co	(seal)	100
C. W. Willaid	Josiah M. Fiske	(seal)	100
C. W. Willaid	E. F. Drake	(seal)	1
C. W. Willaid	A. W. Wilder	(seal)	1
C. W. Willaid	R. R. Cable by R. P. Flower atty	(seal)	303
C. W. Willaid	Wm H. Leonard	(seal)	24
C. W. Willaid	White Morris & Co	(seal)	300
C. W. Willaid	David Dows Jr	(seal)	2
C. W. Willaid	De Rham & Co	(seal)	129
C. W. Willaid	B. Haskell	(seal)	11
C. W. Willaid	Mary A. W. Ferry, Executrix of William H. Ferry deceased by H. H. Porter, attorney in fact.	(seal)	112
C. W. Willaid	Jno L. Merriam	(seal)	1
H. H. Porter	New York Warehouse & Security Co by John J. Crane Prest	(seal)	388 shares
H. H. Porter	H. E. Haskell for B. Haskell Atty	(seal)	66 shares
H. H. Porter	M. E. Steele for B. Haskell atty	(seal)	132 shares
E. C. Taylor	C. J. Osborne & Co	(seal)	780 shares
Henry Siebert	Gregory & Ballou	(seal)	700 shares
H. H. Porter	P. L. Cable by R. R. Cable	(seal)	749 shares
H. H. Porter	Marvin Hughitt	(seal)	100 shares

We the Undersigned being a majority in interest of the Stockholders of the North Wisconsin Railway Company, and each owning the number of shares of the Capital Stock of said Railway Company set opposite to our respective names hereunder, do hereby, each for himself, as such stockholder, consent to the consolidation of the said The North Wisconsin Railway Company, and its stock and property, with the Chicago St Paul and Minneapolis Railway Company, and its stock and property, as provided in and by the foregoing and annexed articles of Consolidation and do each hereby expressly approve of the said Articles of Consolidation, and all and singular the terms and provisions thereof.

"B"

Witnesses to Signatures	Signatures		Number of Shares of Stock owned by signer
C. W. Willaid	R. P. Flower	(seal)	366
C. W. Willaid	R. P. Flower Trustee	(seal)	308
C. W. Willaid	R. P. Flower & Co	(seal)	19
C. W. Willaid	Emma A. Sehley by R. P. Flower atty	(seal)	412
C. W. Willaid	Saml Wyeth by R. P. Flower atty	(seal)	149
C. W. Willaid	Williston B Lockwood	(seal)	75
C. W. Willaid	Henry Siebert	(seal)	449
C. W. Willaid	R. S. Pattison	(seal)	75
C. W. Willaid	A. R. Flower	(seal)	93

C. W. Willaid	H. H. Porter	(seal)	679
C. W. Willaid	C. W. Porter by H. H. Porter atty	(seal)	112
C. W. Willaid	E. W. Winter by H. H. Porter atty	(seal)	75
C. W. Willaid	J. A. Humbird by H. H. Porter atty	(seal)	733
C. W. Willaid	F. B. Clarke by H. H. Porter atty	(seal)	75
C. W. Willaid	John C. Sprooner	(seal)	75
C. W. Willaid	Philetus Sawyer	(seal)	2950
C. W. Willaid	Edgar P. Sawyer by P. Sawyer	(seal)	50
C. W. Willaid	Benj. Brewster	(seal)	451
C. W. Willaid	R. Egerton	(seal)	37
C. W. Willaid	David Dows	(seal)	1295
C. W. Willaid	W. R. Bishop	(seal)	749
H. H. Porter	M. L. Sykes	(seal)	38
C. W. Willaid	A. B. Baylis by Wm Baylis	(seal)	149
C. W. Willaid	Josiah M. Fiske	(seal)	187
C. W. Willaid	E. F. Drake	(seal)	1
C. W. Willaid	R. R. Cable by R. P. Flower atty	(seal)	749
C. W. Willaid	W. Sehley	(seal)	149
C. W. Willaid	Mary A. W. Ferry Executrix of William H. Ferry deceased by H. H. Porter attorney in fact	(seal)	300
C. W. Willaid	Jno L. Merriam	(seal)	1
H. H. Porter	P. L. Cable by R. R. Cable	(seal)	1124
H. H. Porter	Marvin Hughitt	(seal)	75

List of Stockholders

Chicago St Paul and in Minneapolis Railway Co's as registered on the books of the Company from April 8th 1880 to May 25th 1880 inclusive

"C"

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Adams & Mc Varg	200		200
Allen C. C.	200		200
Alexander & Co	100		100
Adams Wm Sr	1		1
Averill Warren W.	5		5
Atwater E. M.	1		1
Atlantic Mutual Fire & Marine Insurance Co	5		5
Austin Charlotte	2		2
Austin Robert E.	1		1
Atwater J.	8		8
Ashton Mary	2		2
Addis Thos E.	29		29

Atwater Susan S.	1		1
Atwater Josiah	8		8
	563	—	563

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Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	563	—	563
Baldwin A. H.	200		200
Baldwin Mrs D. A.	100		100
Bartlett & Moran	400		400
Baylis A. B. Jr & Co	200	300	500
Benjamin L. & Co	300		300
Benedict E. C.	109		109
Bishop H. R.	100		100
Bogart O. M. & Co	100		100
Brewster Benjamin	100	248	348
Brayton, Ives & Co	500		500
Bloodgood Jno & Co	300		300
Bryce William	100		100
Brandon Edward	500		500
Bostwick Jno. M.	1		1
Brooks C. F.	3		3
Bedell Caleb C.	2		2
Bacon Augusta D.	1		1
Burke & Herbert	3		3
Blake Bros & Co Agents	16		16
Breed Andrew	1		1
Brown Albert	2		2
Bayles N. H.	2		2
Bebee Stanton Atty	3		3
Bloodgood A. D.	4		4
Blakeslee Senator	2		2
Berry E. G.	2		2
Berry Thomas	2		2
Buck Maria C.	4		4
Berrian Samuel W.	1		1
Bristol Willis	1		1
Burgot Jeremiah	2		2
Boynton John H. Treas.	1		1
Bechtel Chas H. Atty	1		1
	3.626	548	4174

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares.
Forward	3626	548	4.174
Barrell H. F.	1		1
Blood Joel	7		7
Bush H. V.	4		4
Bradford Charles J.	3		3
Brown Wm. Wilson	1		1
Benedict E. C. Atty	10		10
Bedell Abner K	1		1
Best Sarah W.	1		1
Barhydt Caroline	2		2
Barber Elizabeth A.	1		1
Barber Jonathan	1		1
Bedell Sylvanus	4		4
Beach A. C.	5		5
Boissevain, Adolph & Co	3		3
Ballou G. W. & Co	25		25
Baylis A. B.		49	49
Brown Walston H & Bro		100	100
	3.695	697	4.392

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	3,695	697	4,392
Chase L & Co	100		100
Clark Dodge & Co	100		100
Clark W & J.	1.000		1,000
Crouse Jas S.	100		100
Clarke J. C.	4.504		4.504
Clarke L. G.	1		1
Carsen Matilda G.	10		10
Crowell E. B.	2		2
Crane John J.	10		10
Cone W.	1		1
Clarkson Harriet A.	1		1
Childs Luke C.	1		1
Coale J. M.	10		10
Claff D. W. C.	5`		5`
Casey Jno M.	1		1
Church Sumner W.	3		3
Currie Thomas J.	2		2
Chesbrough A. M.	21		21
Capin B. D.	14		14
Cooper Wm	10		10
Crossette Mrs	1		1
Chamberlain J. G.	2		2
Cook D. W.	1		1
Cruikshank Ernest	1		1
Cross Elizabeth K	1		1
Comstock John	225		225
Christian Mrs Sophie	1		1
Champney Rebecca M.	1		1
Caster Geo E.	2		2
Clark W & J.	38		38
Cable P. L.		749	749
Cable R. R		303	303
	9.864	1.749	11.613

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares,
Forward	9.864	1.749	11.613
Dows David	600	1.000	1.600
Derby E. G.	2		2
Dexter Henry	5`		5`
Denison W. E.	3		3
Dayton Charles	2		2
Darton Wm W	1		1
Daris James F.	2		2
Day Mrs Olivia W.	5`		5`
Drummond R. W.	1		1
Daggett A. J.	3		3
Doane John	2		2
Dodge Stephen A.	3		3
Durzer W. B.	1		1
Davenport Amelia	3		3
Dows David Jr	2		2
Drake E. F	1		1
De Rham & Co	129		129
De Forrest George	2		2
De Silver C. W.	3		3
Egerton R.	6.900		6.900
Egerton R. Asst Treasurer	45	6	51
Ely Eugene A.	15		15
Eager Laura C.	10		10
Ernst. Hannah M.	1		1
Edwards W. J.	1		1
Edwards Walter Jr	15		15
	17.621	2.755	20.376

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	17.621	2,755	20,376
Flower Roswell P.	100	400	500
Flower R. P. & Co	898	230	1,128
Ferris & Kimball	400		400
Fiske Josiah M.	100		100
Frost Mary C.	2		2
Frost Mrs. M. D.	2		2
Fletcher J. W.	2		2
Feeder Andrew J.	1		1
Flower Sarah M.	20		20
Ferry Wm. H.	5	107	112
Field E.	7		7
Flower A. R.	1		1
Fulton D. C. & Co	6		6
Field M. B.		5	5
Finch L. B.		20	20
Frackleton & Co		1	1
Gregory & Ballon	700		700
Groot & Chapman	100		100
Gelston & Bussing	200		200
George Silas L	6		6
Gridley Mary E.	5		5
Gaylord A.	2		2
Gibson James R.	2		2
George Anna L.	1		1
Green Marquis	1		1
Gould L. H.	2		2
	20.184	3.518	23,702

Names of Stockholders	Shares Common Stock	Shares Preffered Stock	Total Shares
Forward	20. 184	3,518	23,702
Hollister Wm H.	300		300
Hughitt Marvin	100		100
Harriot & Noyes	400		400
Hatch Wm. T. & Sons	300		300
Haven G. G. & Co	100		100
Henson Kilbreth & Co	100		100
Hulbert Wm	100		100
Hartshorne J. M. & Bro	200		200
Hilzer Jno. B.	200		200
Hallgarten & Co	200		200
Hough Henry R	10		10
Hopkins Elizabeth B.	6		6
Hopkins Samuel	16		16
Hopkins Emily G.	1		1
Hopkins Emma A.	5		5
Hopkins James	5	56	61
Hopkins F.	2		2
Hopkins Jane V.	2	17	19
Hopkins Josephine	2	8	10
Howland Slocum	15		15
Howland Wm	1		1
Herron E.	14		14
Hill Ellen Ann	3		3
Hill Ellen A. Admx	4		4
Hoydon H. C.	1		1
Holmes Elizabeth	3		3
Hancox Franklin	2		2
Hamilton R.	1		1
Halsey J. B	1		1
Halsey F. R.	29		29
Halsey Emma G.	31		31
Hillhouse Catharine M.	2		2
Hamilton B. B.	10		10
	22.350	3.599	25.949

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	22,350	3,599	25,949
Haskell B.	10	1	11
Hamilton R. Exr	14		14
Hoblitzell W. L.		20	20
Haskell H. E.		66	66
Iselin A. & Co Attys.	26		26
Jones Geo H.	200		200
Kneeland S. H.	1,600		1,600
King V. B.	100		100
Kimball R. J. & Co	100		100
Kidder A.M & Co	100		100
Kingsley C. B.	1		1
Kellogg Tillman	1		1
Kountze Augustus	1		1
Knowlson John	17		17
Knowles Gustavus W.		1	1
	24,520	3,687	28,207

Names of Stockholders	Shares Common Stock	Shares Preffered Stock	Total Shares
Forward	24,520	3,687	28,207
Learned B. P. Jr & Co	300		300
Lawrence Bros & Co	800		800
Lansburg S.	100		100
Lansing Wm E	3		3
Leach Franklin	1		1
Litchfield M. S. & Z. H.	3		3
Litchfield Z. H.	1		1
Leonard Wm H.	24		24
Lyon J. M.	3		3
Lincoln M. A. C.	1		1
Lyon R. V.	3		3
Loring Mary H	2		2
Lehmann Fred K	20		20
Leggett C. J.	3		3
	25,784	3,687	29,471

Names of Stockholders	Shares Common Stock	Shares Preffered Stock	Total Shares
Forward	25,784	3,687	29,471
Martin & Runyon	100		100
Mannel Horace & Co	100		100
Marx & Co	700		700
Miller L. A	100		100
Moulson John	10		10
Morey W. H.	1		1
Mahon Geo	4		4
Moe Jonas L	2		2
Murphy Thomas	1		1
Munn A. F	1		1
Mead Mary	1		1
Marshall H. P. Texas	1		1
Moore H. A.	2		2
Mariner E.	1		1
Mott J. C.	9		9
Myrick Jas R.	15		15
Muirhead A.	2		2
Miller D. S.	10		10
Merriman J. L	1		1
McKenzie Saml – Chas Temple Layton – Dillon Hanbury Thomas	10		10
McLean Alexander	1		1
McIntyre Ewen	5		5
	26,855	3,687	30,542

Names of Stockholders	Shares Common Stock	Shares Preffered Stock	Total Shares
Forward	26,855	3,687	30,542
Nickerson Stephen	6		6
Nickerson Marinda J.	1		1
Nickerson Eunice S.	1		1
Nelson Wm H.	2		2
Nash Wm A.	1		1
New York Warehouse & Security Co		389	389
Osborn C. J & Co	100	680	780
Ottinger & Bro	5		5
Porter H. H.	411	3,861	4,272
Porter H. H. in trust	1,000		1,000

Porter Mrs H. H	1,000		1,000
Pattison R. S.	200	2	202
Putnam & Earle	100		100
Pomeroy, Cox & Smith	1,000		1,000
Pattison G. A.	1,000		1,000
Prescott Lucy E.	3		3
Phillips Pierpont	6		6
Peck A. L.	1		1
Pritchard George	7		7
Potter C. C.	6		6
Pette Seneca	1		1
Preston Sarah J.	1		1
Phipard Charles K.	10		10
Pruyn Isaac		122	122
Patton Ludlow		74	74
	31,717	8,815	40,532

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	31,717	8,815	40,532
Rudd Zebulon	1		1
Rice John J.	2		2
Rochester Thos F.	1		1
Randall J. W.	12		12
Richards T. Addison	1		1
Reilly Matilda	1		1
Rice Royal	1		1
Robertson Loring A.	37		37
Raymond Lewis	2		2
Rodenbough J. S.	6		6
	31,781	8,815	40,596

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	31,781	8,815	40,596
Sawyer P	100		100
Stout & Co	2,319		2,319
Smith Fleming	100		100
Smithers & Donald	100		100
Sweet E & Co	600		600
Seibert H.	1		1
Snyder E. W.	1		1
Seward F. W.	20		20

Scoville S.	1		1
Smith Mrs Elizabeth	2		2
Smith Edmund	3		3
Smith Chester	3		3
Smith Geo C.	1		1
Smith S. M.	1		1
Smith Justin	1		1
Smyth Catharine C.	1		1
Sterling J. C.	1		1
Simpson M. H.	20		20
Saubnier H. E.	5		5
Stetson Charles F	2		2
Shooke Wm	3		3
Strickland M	5		5
Simpson A	7		7
Scott Leonard	5		5
Smith Elizabeth C.	6		6
Small Benjamin	2		2
Sayre A. J. & Co	2		2
Smillie W. C.	5		5
Schofield Thomas	5		5
Sylvester Jane M.	7		7
Swart H. H.	1		1
Steele J. Dutton	7		7
Simson Henry	10		10
	35,128	8,815	43,943

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	35,128	8,815	43,943
Strong E. E	1		1
Spooner C. W.	17		17
Sage Samuel	1		1
Sargent Edward T.	1		1
Sheldon Israel	29		29
Seaman Robt. Exr	4		4
Seibert Jacob	2		2
Switz Rev A. J.	2		2
Sgnier Socrates	5		5
Schley E. A.		585	585
Southwick Henry K		100	100
Steele M. E		182	182
	35,190	9,682	44,822

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	35,190	9,632	44,822
Trowbridge F. E,	1,001	168	1,169
Trask & Francis	200		200
Thorne Augustus	20		20
Thomas Dillon H.	1		1
Trotter Edwin	1		1
Tonax Andrew	5		5
Tonax Andrew, Agent	1		1
Taylor Emily F.	5		5
Taylor Mrs Mary A,	1		1
Thompson Mary	1		1
Tenny Mary S.	1		1
Taylor Cornelia A.	5		5
Trowbridge S.		20	20
Trowbridge N. M.		12	12
Tracy, Charles & Daniel D. Exrs		18	18
	36,432	9,850	46,282

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	36,432	9,850	46,282
Vail F	2,400		2,400
Vermilye & Co	100		100
Van Allen, Mary E	1		1
Van Vechten, Abraham	2	98	100
Van Orden W. H,	5		5
Van Orden W. H, Exr	5	50	55
Van Dervier John	1		1
	38,946	9,998	48,944

Names of Stockholders	Shares Common Stock	Shares Preferred Stock	Total Shares
Forward	38,946	9,998	48,944
Wetmore & Rathborne	200		200
Winthrop R & Co	200		200
White Morris & Co	300		300
White & Randolph	300		300
Wilson Elizabeth H.	2		2
Wright Wm	2		2
White Leonard D,	1		1
Watt D. G.	2		2

Wolff Philippe	16		16
Williams W. Wirt	5		5
Wheler Richd A.	1		1
Wright Stephen M.	1		1
Wertheimer & Gomperts	11		11
Wilson R. D,	1		1
Webb Charles S.	5		5
Ward C. D,	1		1
Whitney M. B	1		1
Welles Luther	1		1
Wilkins F. M.	1		1
Wilder A. H	1		1
Wilson Van Vliet & Co		2	2
Zebley John F. Jr	2		2
Total Shares	40,000	10,000	50,000

List of Stockholders
The North Wisconsin Railway Company
as registered on the books of the Company
from April 13. 1880 to May 25th 1880,

"D."

Names of Stockholders	Shares of Stock
Brewster Benjamin	451
Baylis A. B.	149
Bishop W. R.	749
Cable P. L.	1.124
Cable R. R.	749
Clarke F. B.	75
Dows David	1,295
Drake E. F.	1
Egerton R	37
Flower R. P.	366
Flower R. P. Trustee	308
Flower R. P & Co	19
Flower A. R.	93
Ferry Wm H	300
Fiske J. M.	187
Hughitt M.	75
Hurlbird Jno. A.	733
Hawk Samuel	149
Lockwood W. B.	75

Merriam J. L.		1
Porter H. H.		679
Porter C. W.		112
Pattison R. S.		75
Seibert Henry		449
Schley Emma A.		412
Schley Wm		149
Sawyer Philetus		2950
Sawyer Edgar P.		50
Sikes M. L. Jr		38
Spooner J. C.		75
Winter E. W.		75
Total Shares		12,000

State of Wisconsin } ss.
County of St Croix }

We the undersigned Henry H. Porter. President and Charles W. Porter. Secretary. of the Chicago. St Paul and Minneapolis Railway Company. and Henry H. Porter President. and William H. Phipps Secretary of the North Wisconsin Railway Company. do hereby Certify. That the said Chicago St. Paul and Minneapolis Railway Company and the said. The North Wisconsin Railway Company. did. by Articles of Consolidation. entered into. by and between said Railway Companies. under date of May 25th A.D. 1880. agree to consolidate their stock. property. and franchises into one Corporation and one property. the said Corporation so to be formed. to be known as the Chicago. St Paul Minneapolis and Omaha Railway Company - That Stockholders in said Chicago St Paul and Minneapolis Railway Company owning more than three fourths of the entire Capital Stock of said Railway Company. and all the Stockholders of said The North Wisconsin Railway Company consented to said articles of consolidation and approved the same by two written instruments of consent and approval. signed. and sealed by such stockholders. respectively and annexed to said articles. That the said Original Articles of Consolidation. with the said original instruments of consent annexed thereto and signed as aforesaid. are in our custody pending the taking effect of said articles as therein and by law provided - That we have carefully compared the foregoing "Articles of Consolodation" with said original Articles. so in our custody as aforesaid. and that the same is a true copy thereof and of the whole thereof.

And we do further duly Certify That we have carefully compared the foregoing instrument marked "A." with the said original instrument of consent and approval. annexed to said articles. and signed by the said Stockholders of the said Chicago St Paul and Minneapolis Railway Company as aforementioned. and that the same is a true copy thereof. and of the whole thereof. And. we do further hereby Certify That we have carefully compared the foregoing instrument marked "B." with the said original instrument of consent and approval annexed to said articles as aforesaid and signed by all the stockholders in the said The North Wisconsin Railway Company as aforesaid. and that the same is a true copy thereof and of the whole thereof.

And we the said Henry H. Porter. President. and the said Charles W. Porter. Secretary of the said Chicago St Paul and Minneapolis Railway Company. do hereby further Certify. That we have carefully compared the foregoing Paper marked "C." with the original Stock Books. Lists. and records of the said Chicago. St Paul and Minneapolis Railway Company and that the said Paper is a correct transcript therefrom and is a true. accurate. and complete list of the Stockholders of the said Chicago St. Paul and Minneapolis Railway Company. and of the number of Shares. common and preferred owned by each such stockholder. from the 8th day of April A.D. 1880 to and including the 25th day of May A.D. 1880. the said period including the Date of the execution of said instrument of consent and approval of which the said Paper marked "A." as aforesaid is a Copy,

And we, the said Henry H. Porter President. and William H. Phipps. Secretary of the said The North Wisconsin Railway Company do hereby further Certify That we have carefully compared the foregoing paper marked "D." with the original Stock Books. Lists. and Records of the said The North Wisconsin Railway Company. and that the said paper is a correct transcript therefrom. and is a true accurate and complete list of the Stockholders of the said The North Wisconsin Railway Company and of the number of shares of the Stock thereof owned by each such Stockholder from the 13th day of April A.D. 1880. to and including the 25th day of May A. D. 1880. the said period including the date of the execution of said instrument of consent and approval of which the said paper marked "B" as aforesaid is a Copy.

In witness whereof we have hereunto set our hands and affixed hereto the Corporate Seals of the said Railway Companies, respectively. this 25th day of May A. D. 1880,

Chicago. St Paul & Minneapolis Railway Co Seal

Henry H. Porter
President Chicago St Paul & Minneapolis Railway Company

Charles W. Porter
Secretary Chicago St Paul & Minneapolis Railway Company

North Wisconsin Rail Way Company

Henry H. Porter
President The North Wisconsin Railway Company

William H. Phipps
Secretary The North Wisconsin Railway Company

State of Wisconsin } ss.
County St Croix }

Personally came before me this 25th day of May A.D. 1880 the above named Henry H. Porter. President and Charles W. Porter. Secretary of the

Chicago St Paul and Minneapolis Railway Company, and the above named Henry N. Porter President and William H. Phipps, Secretary of the North Wisconsin Railway Company, to me known to be the persons who executed the foregoing certificate and acknowledged the same,

Notorial seal of Chas L. Catlin St Croix Co Wis

Charles L. Catlin
Notary Public
St Croix County Wis

~~Received for Record May 26th 1880 at 10 o'clock A.M.~~
(E & B)

State of Wisconsin } ss.
Department of State }

I, Hans B. Warner, Secretary of State of the State of Wisconsin, do hereby certify that the foregoing instrument was received for record in this Department on the 26th day of May, A. D. 1880 at 10 o'clock A. M. and duly recorded in Volume four (4) of Railroad Mortgages on pages 359 to 414 inclusive

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at the Capitol in the city of Madison this third day of June A. D. 1880.

seal

Hans B. Warner
Secretary of State.

Chicago and Tomah Railroad Company.

Resolution, Adopted, June 2nd 1880 by the Directors of the Chicago and Tomah Railroad Company, designating the route of proposed Branches

Resolved; That under and by virtue of the Laws of the State of Wisconsin, and more especially under and by virtue of Chapter 87 of the Revised Statutes of said State of Wisconsin the Chicago and Tomah Railroad Company will build a branch road the route of which is hereby designated as follows, to-wit;

From a point on the line of the Chicago and Tomah Railroad at or near Monfort in Grant County Wisconsin, easterly through or into the counties of Grant, Iowa, and Dane, to the City of Madison in Dane County a distance of about sixty five miles.

Also a Branch road, the Route of which is hereby designated as follows, to-wit:

From a point on the line of the aforesaid branch, at or near Dodgville in Iowa County southwardly, to Mineral Point in said Iowa County a distance of about Eight miles.

And the President and Secretary of this Company are hereby directed to properly certify a copy of this Resolution after it shall have been entered in the Record of the proceedings of this Board and cause the said certified copy to be filed and recorded in the Office of the Secretary of State of the State of Wisconsin

We the undersigned, Albert Keep, President, and J. B. Redfield Secretary of the Chicago and Tomah Railroad Company do hereby Certify.

That the above and foregoing Resolution was adopted by the Directors of the Chicago and Tomah Railroad Company, at a Meeting duly called, and held in Chicago June 2nd 1880, and is entered in the Records of the proceedings of said Board of Directors.

Witness our signatures, and the seal of the said Company this 2nd day of June A. D. 1880.

Chicago and Tomah Rail Road Co seal

Albert Keep President
Chicago and Tomah Railroad Company
J. B. Redfield Secretary
Chicago and Tomah Railroad Company

Recorded and filed June 3d 1880,
(E & B)

"Milwaukee & Northern Railroad Company
Articles of Association.
Received June 5th 1880 and recorded in Vol "3" R. R. Mortgages pages 581, 582

"Janesville Beloit and Rockford Railway Company
Received June 15th 1880 and record in Vol "3" of R.R. Mortgages on pages 583 & 584

"Milwaukee & Northern Ry Co & Menasha & Appleton Ry Co
U. S. Marshalls Deed to Guido Pfister & Ephriam Mariner
Received June 19th 1880 & record Vol "3" R.R. Mtgs pages 585 to 587 Incl

"Chicago & Tomah Railroad Company "Release"
Received and recorded July 3d 1880 in Vol 3 of R.R. Mortgages on pages 588 & 589,

Chicago, St. Paul and Minneapolis Railway Company "Deed of Release"
Received and recorded July 3d 1880 in Vol 3 of R.R. Mortgages on pages 590 to 592 inclusive

Sparta and Lake Superior Railway Company
Articles of Association filed July 17th 1880 & recorded Vol 3 R & M. p. 593

Wisconsin Central Railroad Co.
Resolution locating branch, filed Aug. 6, 1880 & recorded Vol 3 p. 594.

Milwaukee Lake Shore and Western Railway Company
Contract
with the
Railroad Equipment Company

Contract.

This Agreement. Made and entered into this Seventh day of May 1880 by and between "The Railroad Equipment Company," party of the first part (hereinafter called the Lessors), and The Milwaukee Lake Shore and Western Railway Company party of the second part (hereinafter called the Lessees). Witnesseth. That the Lessors this day agree to loan to the Lessees the following railroad equipment and rolling stock; Two Locomotives (16 X 24) Nos 21 and 22 to be made by the Portland Locomotive Works, and one Locomotive (14 X 22) No 28 to be made by the Brooks Locomotive Works——— To be used on the roads of said Milwaukee Lake Shore and Western Railway Company with the privilege of using the same at the Lessees' own risk, for the term of five years from the average date of the delivery thereof, at the expiration of which time the Lessees shall and will return the same to the Lessors, in the City of Philadelphia, in their present good order and condition, reasonable wear and tear alone excepted, and without excuse for non-delivery because of unavoidable accidents, unless purchased by the Lessees from the Lessors within the time and in the manner hereinafter specified.

1. It is Agreed, That the value of said railroad equipment and rolling stock is as follows:- The two Locomotives (16 X 24) No 21 and 22 Nine thousand dollars each or Eighteen thousand dollars, The Locomotive (14 X 22) No 28 Eight thousand and three hundred and fifty dollars and in case all or 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, 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 of them or any portion of each kind be in any way lost or destroyed or injured as aforesaid, prior to actual re-delivery to the Lessors, and the same are not replaced as above provided said value, with interest from the date of this contract, less two thirds of the rent (to be credited pro rata to each item) 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 rolling stock shall be returned to or be reclaimed by the Lessors under the provisions of this contract in a damaged condition, the amount

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 the said Lessees or elsewhere; and the said Lessors may for that purpose, without hindrance enter said premises and remove the same, and hold the same discharged from any further liability hereunder, and from the Lessees' option to purchase, and shall be entitled to hold and retain all rent therefore paid to them, and to recover forthwith from the Lessees rent at the 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, 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 of the railroad equipment and rolling stock thus repossessed to be estimated as of the date of such repossession.

XI. 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 this contract.

XII. After the Lessees shall have faithfully performed all the stipulations of this contract, in the manner and form as 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 maturity as above of the last installment of rent, purchase said railroad equipment and rolling stock 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 railroad equipment and rolling stock to said Lessees.

XIII. 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, 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 railroad equipment and rolling stock 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.

XIV. In case the Lessors shall at any time assign the said railroad equipment and rolling stock and this contract or lease, then it shall be and become a contract between the assignees and the Lessees, and the assignees shall have and possess all the property, rights, powers, and remedies which are now held owned, possessed, or belong to the Lessors, and with the same effect as though this contract had been originally made by and between the assignees and the Lessees.

In Witness Whereof, The said "The Railroad Equipment Company has caused

these presents to be signed by its President, sealed with its corporate seal and countersigned and attested by its Secretary, and the said The Milwaukee Lake Shore and Western Railway Company has caused these presents to be signed by its President, sealed with its corporate seal and countersigned and attested by its Secretary.

Witnessed By
J.P.C. Cotrill
Burton Hanson
as to signatures of F. W. Rhinelander and Alfred L. Cary

The Railroad Equipment Company organized 1874

The Railroad Equipment Company by
C. W. Clark
President

attest. Charles C. Pomeroy
asst Secy

Milwaukee Lake Shore and Western Railway company incorporated December 11th 1875 Wisconsin

Milwaukee Lake Shore & Western R.W. Company
by F. W. Rhinelander Prest
attest. Alfred L. Cary
Secretary of Milwaukee Lake Shore & Western Railway Co.

State of Pennsylvania } ss.
City and County of Philadelphia }

At Philadelphia on the Twenty eighth day of July A.D. 1880 before me a Notary Public residing in the City of Philadelphia within and for the County and State aforesaid duly commissioned and acting as such, personally appeared Clarence W. Clark President of the Railroad Equipment Company, signer and sealer of the foregoing instrument and in due form of law acknowledged the same before me to be as well his free act and deed as also the free act and deed of the said The Railroad Equipment Company, and desired the same might be recorded as such.

Witness my hand and seal of office, on this 28th day of July A.D. 1880

Alex Ramsey
Notary Public

Alexander Ramsey Notary Public Philadelphia

State of Pennsylvania } ss.
County of Philadelphia }

I, William B. Mann, Prothonotary of the Court of common Pleas of said County, Do Certify that Alex Ramsey Esquire, before whom the annexed acknowledgement was made, was, at the time of so doing, a Notary Public duly commissioned and qualified to administer oaths and affirmations and to take acknowledgements, &c 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, said Court being a Court of Record; and that I am well acquainted with the handwriting of the said Alex Ramsey Notary Public and verily believe his signature thereto is genuine.

And I further certify that the said Instrument is executed and acknowledged in conformity with the Laws of the State of Pennsylvania.

Court of Common Pleas Philadelphia Penn

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 28th day of July in the year of our Lord one thousand eight hundred and eighty.

William B. Mann Prothonotary.

State of Wisconsin } ss
County of Milwaukee } Be it remembered. That on the 16th day of July A. D. 1880 before me, the undersigned a Notary Public within and for the County of Milwaukee and State of Wisconsin came Frederic W. Rhinelander and Alfred L. Cary personally known to me to be the identical persons whose names are attached to the foregoing instrument of writing as having executed the same, and also personally known to me to be, the first the President and the second the Secretary of the Milwaukee, Lake Shore and Western Railway Company and acknowledged that they had executed the foregoing instrument of writing as the act and deed of the said Company and had signed and affixed the corporate seal of said Company to the same in their official capacity as the act and deed of said Company and had delivered the same for the uses and purposes therein expressed as their free and voluntary act & the free & voluntary act of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Milwaukee Wisconsin this 16th day of July A. D. 1880.

Notary Public J.P.C. Cotrill Milwaukee Co. Wis

J. P. C. Cotrill
Notary Public
Milwaukee County Wisconsin

Received for Record August 10th 1880 at 9. Oclock A. M.

(E & B)

Madison and Portage Railroad

Scrills Deed to Chicago, Milwaukee and St. Paul Railway Company.

This Indenture, made this sixteenth day of April in the year one thousand eight hundred and eighty between Phineas Baldwin, Sheriff of the County of Dane in the State of Wisconsin, party of the first part, and the Chicago, Milwaukee and St. Paul Railway Company, a corporation duly organized under and by virtue of the laws of the State of Wisconsin, party of the second part,

Witnesseth: That, Whereas, at a stated term of the circuit court of the County of Dane in the State of Wisconsin, held and begun at the Court House in the City of Madison, in said county, on the second Tuesday in July, being the 8th day of July 1879, upon the 56th day of said term, being the first day of September 1879 it was, among other things, ordered and adjudged by the said court, in a certain action then pending in the said court between the Chicago, Milwaukee and St. Paul Railway Company as plaintiff and the Madison and Portage Railroad Company, the Chicago and Superior Railroad Company, the Rockford Central Railroad Company, the Wisconsin Construction Company, James P. Wallace and Hiram Barney, as defendants, that all and singular the mortgaged premises, mentioned in the complaint in said action, and in said judgment described, or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal, interest and costs in said action, be sold at public auction by or under the direction of the Sheriff of the County of Dane, unless previous to such sale said premises and said judgment shall be redeemed in the manner provided by law, that at said sale the said Sheriff shall first offer and expose for sale the property in said judgment described and briefly denominated as the "Railroad and its franchises and appurtenances" that the said sale be made in the city of Madison, County of Dane and State of Wisconsin, that the said Sheriff give public notice of the time and place of such sale according to law; that either or any of the parties to said action might bid at such sale and become the purchaser of said property, that the said Sheriff make, execute and deliver to the purchaser or purchasers, on compliance with the terms of the sale, a deed or deeds of the premises so sold.

And Whereas said judgment has not been paid or redeemed previous to said sale as provided by law and said judgment;

And Whereas the said Sheriff in pursuance of the said judgment of the said Court did, on the sixth day of April, A. D. 1880, sell at public auction at the front door of the Court House in the City of Madison in said county of Dane; at the hour of 3 o'clock P. M. of that day, the premises

in the said judgment mentioned, due notice of the time and place of such sale being first given, agreably to said judgment, at which sale the premises hereinafter described were struck off to the said party of the second part for the sum of Six hundred thousand dollars, being the highest and best bidder therefor, and that being the highest sum bid for the same.

Now therefore know ye that I, the said Phineas Baldwin, Sheriff aforesaid, by virtue of the said judgment, and of the Statute in such case made and provided and in consideration of the said sum of money, so bidden as aforesaid, being first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened and conveyed, and by these presents do grant, bargain, sell, alien and convey unto the said The Chicago, Milwaukee and St. Paul Railway Company and to its successors and assigns forever, all the lands, tenements hereditaments, rights, franchises, property, estate, chattels and things hereinafter set forth and designated that is to say:

The Railroad of the Madison and Portage Railroad Company, leading from the track of the Prairie du Chien division of the Chicago, Milwaukee and St. Paul Railway Company (formerly Milwaukee and Prairie du Chien Railway Company its terminus in the City of Madison in the County of Dane to its terminus in Portage City in the County of Columbia, all in the State of Wisconsin, being with Side Tracks, Forty miles in length, more or less, including all and singular the roadway and lands, procured or acquired, or hereafter to be procured or acquired for road bed, depot grounds, shops &c, also all other lands acquired for the purpose of the use and operation of said Railroad or to be acquired therefor in whatsoever manner the same have been or are to be so acquired, also all other property acquired or to be acquired, pertaining to the construction, equipment and operation of said railroad or in any way belonging or appurtenant thereto of every kind and description, real and personal or mixed, including all Engines, Tenders, Cars, Shops, Tools, Machinery, Furniture &c, also all the Tolls, Incomes, Rents, Issues and Profits to be had from the said Railroad, also all the chartered rights, privileges and franchises now possessed or which should hereafter be acquired by the said Madison and Portage Railroad Company pertaining to said Railroad, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and remainders, and also all the estate, right, title, interest, property, possession, claim, demand whatsoever, as well in law as in equity, which the said Madison and Portage Railroad Company has in and to the same and every part thereof with the appurtenances thereto.

To Have and to Hold, all and singular the premises above mentioned and described, and hereby conveyed or intended so to be, unto the said party of the second part, its successors and assigns, to its only proper use, benefit and behoof forever.

In Witness Whereof, the said Phineas Baldwin, Sheriff as aforesaid, hath hereunto set his hand and seal the day and year first above written

Signed, sealed and delivered in presence of
W. A. P. Moore
Henry Kesserich.

Phineas Baldwin (Seal)
Sheriff Dane Co. Wis.

State of Wisconsin } ss
Dane County }

On this fifth day of May A. D. 1880 before me came Phineas Baldwin, to me known to be the person and officer described in and who executed the above conveyance, and acknowledged that he executed the same as such Sheriff for the uses and purposes therein set forth.

Henry Kesserich
Notary Public
Dane Co. Wis.

Notarial Seal.

Registers Office, Columbia Co, Wis.
Recorded July 20th A. D. 1880 at 10 o'clock A M. in Vol 67 of Deeds on pages 87, 8 & 9.

Geo. Yule, Register.

Registers Office, Dane County, Wis.
Recorded Aug. 12 1880 at 10 55 o'clock A M. in Volume 112 of Deeds on page 506.

C. J. Thoresnes
Register.

Received for record Sep. 8th 1880, at 9 o'clock A M.

Wisconsin Central Railroad Company

Resolution Locating Extension of Road.

At a meeting of the Board of Directors of the Wisconsin Central Railroad Company held after due notice, and at which a quorum was present, in Milwaukee on the Seventh day of September A.D. Eighteen Hundred and Eighty, at ten o'clock A.M. the following vote was passed.

Voted = That an extension of the Wisconsin Central Railroad be and hereby is, by virtue of the authority now vested in the Wisconsin Central Railroad Company under the several charters of said Company and also under and by the laws of the State of Wisconsin located from Doty's Island to wit; from Block Three in Jone's addition to the Plat of Doty's Island, thence across lots Five (5) and Four (4) of said Block Three (3) to and across Edna Street and across lots Twelve (12) and Thirteen (13) and Seven (7) and (8) Eight in Bassett's Second (2d) addition to and across Abbey Street and line between the city of Neenah and the city of Menasha at or near the South West corner of Hewitts Addition to the city of Menasha and across the corner of fractional lot four (4) in Section Twenty two (22) Town Twenty (20) Range Seventeen (17) East into and through the street lying along the west side of said Hewitts Addition Northerly to Mathewson Street and thence across Mathewson Street and across lot one (1) in Block "A" of Hewits addition to and across the North Branch of Fox River to and upon Lot thirty seven (37) of Block Twelve (12) in the City of Menasha and across the Chicago and North Western Railway, and thence along said Lot Thirty-seven (37) across River Street to and upon the South West corner of Lot Twenty-one (21) in Block Forty nine (49) into and upon and along Chute Street, so called, across the canal and across Kakauna Street to and upon Block nine (9) to a function with the track of the Wisconsin Central Railroad, thence leading into the Depot-grounds of the Wisconsin Central Railroad Company situate in the said City of Menasha, said description covering a strip of land sixty feet in width from the starting point of said extension to its function with the track of said Wisconsin Central Railroad Company on Block Nine (9) aforesaid in the city of Menasha, the centre line of which said strip has been surveyed and staked out on the line above described

A true copy from the Records of the Wisconsin Central Railroad Company =

Attest

Chas. L. Colby, President

Edwin H. Abbot, Secretary

Wisconsin Central R. R. Co

Received Sept 14th 1880,

(J. & B)

Wisconsin Central Railroad Company

Resolution locating a branch line.

At a meeting of the Board of Directors of the Wisconsin Central Railroad Company held after due notice, and at which a quorum was present, in Milwaukee on the seventh day of September, A. D. Eighteen Hundred and Eighty, at ten o'clock A.M. the following vote was passed.

Voted = That a branch road of the Wisconsin Central Railroad be and hereby is, by virtue of the authority granted to the Wisconsin Central Railroad Company in the several charters and the laws of the State of Wisconsin, located from a point in West Menasha on its built railroad situate east of the centre of Section Seventeen (17) Town Twenty (20) Range Seventeen (17) East and distant westerly about a mile from its junction with the Chicago and Northwestern Railway at or near the head of its bridge over Lake Buttes des Morts, thence from said starting point on a curve Southeasterly across the South East quarter of Section Seventeen (17) aforesaid and across the Southwest quarter of Section Sixteen (16) and across Section twenty one (21) to a point on the banks of Little Lake Buttes des Morts in Lot Three (3) of Block Thirty (30) in the city of Neenah and thence on a curve through Lake Buttes des Morts along its Southerly shore to and across the South Branch of Fox River to the end of River Street in Bassetts addition on Doty's Island, and thence Northeasterly through and along River Street to the South west corner of Lot Eight (8) in Block Four (4) of Jones' Addition to the Plat of Doty's Island, and thence Northeasterly across lots eight (8), seven (7) and Six (6) of said Block Four (4) and across High Street into and upon Lot Five (5) Block Three (3) of Jones said Plat, and thence across lots Five (5) and Four (4) of said Block Three (3) to and across Edna Street, and across lots Twelve (12) and Thirteen (13) and Seven (7) and eight (8) in Bassetts Second (2d) addition to and across Abbey Street and the line between the city of Neenah and the city of Menasha at or near the South west corner of Hewitts addition in the City of Menasha and across the corner of fractional lot four in Section Twenty-two (22) Town Twenty (20) Range Seventeen (17) East into and through the Street lying along the West side of said Hewitts Addition Northerly to Mathewson street and thence across Mathewson street and across lot One (1) in Block "A" of Hewitts addition to, and across the North Branch of Fox River to and upon lot thirty seven (37) of Block Twelve (12) in the city of Menasha and across the Chicago and Northwestern Railway, and thence along said Lot Thirty seven (37) across River Street to and upon the Southwest corner of Lot Twenty one (21) in Block Forty nine (49) into and upon and along Chute Street, so called, across the canal and across Kakauna Street to and upon Block Nine (9) to a function with the track of the Wisconsin Central Railroad where it leads into the depot grounds of the Wisconsin Central Railroad Company, situate in said City of Menasha, said description covering a strip of land one hundred (100) feet in width from its starting point to the foot of River Street in the City of Neenah and thence North sixty feet in width to its function with the track of this company on Block Nine

in the City of Menasha, the centre line of which has been surveyed and staked out on the line above described,

A true copy from the Records of the Wisconsin Central Railroad Company

Attest

Chas L. Colby, President
Edwin H. Abbot, Secretary

Wisconsin Central R.R. Co

Recorded Sept 14th 1880,

(J. B)

Dubuque Platteville and Milwaukee Railroad Company

U.S. Marshall's Deed of Sale
To
The Mineral Point Railroad

This Indenture. Made the sixth day of august in the year of our Lord One Thousand Eight Hundred and Eighty between F. W. Oakley Marshal of the United States in and for the Western District of Wisconsin. party of the first part. to these presents. and The Mineral Point Railroad party of the second part. Whereas. At a term of the Circuit Court of the United States of America. for the Western District of Wisconsin. in equity. it was among other things ordered, adjudged and decreed by the said Court. on the seventh of July 1880 between. Russell Sage Trustee complainant and The Dubuque Platteville and Milwaukee Railroad Company. The Mineral Point Railroad and Luther Beecher defendants. that the portion of the mortgaged premises mentioned and set forth in the pleadings in said cause and more particularly described in said decree be sold. by or under the direction of the Marshall of the United States. for the Western District of Wisconsin. at public auction. at the South entrance of the government and Post Office building at Madison in said Western district of Wisconsin on the Sixth day of August 1880 at 9. o'clock A. M. the said Marshall first giving four weeks public notice of the time and place of such sale, according to the course and practice of this Court.

And Whereas. I. F. W. Oakley Marshall of said Western District of Wisconsin in pursuance of the said order and decree of the said Circuit Court of the United States in equity. did. on the sixth day of August A. D. 1880 sell at public auction. at the South Entrance of the Government and Post Office building at Madison aforesaid the said mortgaged premises. hereinafter particularly described. having first given the previous notice thereof as required by the order and decree. aforesaid. at which sale the said premises were struck off to The Mineral Point Railroad for the sum of Two Hundred thirty seven thousand nine hundred ninety seven $\frac{81}{100}$ dollars. it being the highest and best bidder. and that being the highest and best sum bidden for the same. And whereas I did thereafter on the sixth day of August 1880. make report of my proceedings in and about making said sale. to said court. and whereas on the sixth day of august 1880. my said report was in all things ratified and confirmed by said court.

Now Therefore, this Indenture Witnesseth, That the said F. W. Oakley Marshall of the United States of America. in and for the Western District of Wisconsin. as aforesaid. and the party of the first part to these presents. in order to carry into effect the said sale so made as aforesaid. in pursuance of the said decree; and also by virtue of the Statute. in such case made and provided. and in consideration of the premises and the sum of Two Hundred thirty seven thousand nine hundred ninety seven $\frac{81}{100}$ dollars. so paid to the said F. W. Oakley Marshall as aforesaid. hath granted. bargained. sold. aliened. released. conveyed. and confirmed. and by these presents. doth grant. bargain. and sell. alien. release, convey and confirm, unto the said Mineral Point Railroad party of the second part. and to its successors and assigns forever, all the following described property viz- all and singular the portion of the Railroad of the said Dubuque Platteville and Milwaukee Railroad Company extending from Belmont in Lafayette County Wisconsin in a westerly direction to Platteville in Grant County Wisconsin a distance of eight miles together with all rolling stock. equipments. appurtenances. road bed depot grounds. depot buildings. right of way and all other rights and franchises appert.

aining to said eight miles of Railroad. Together with all and singular the rights, titles, members privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining. To Have and to hold the said premises above described, and hereby intended to be granted, and conveyed unto the said party of the second part its successors, and assigns, to his and their only proper use, benefit and behoof forever.

In Witness Whereof, The said party of the first part Marshall of the United States, in and for the Western district of Wisconsin, aforesaid, has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of
Thomas H. Gill
W. Helm

F. W. Oakley (seal)
U. S. Marshall

State of Wisconsin } ss.
Dane County }

On the sixth day of August A. D. 1880, before me personally appeared F. W. Oakley Marshall of the United States in and for the Western District of Wisconsin known to me to be the person who executed this Indenture, and acknowledged that he executed the same for the uses and purposes therein mentioned.

(Colonial Seal)

William Helm
Notary Public Dane County Wisconsin

Received for Record Sept 14th 1880 at 5. o'clock P.M. (E & B)

Oshkosh and Mississippi River Railroad Company
To
Milwaukee, Lake Shore and Western Railway Company; Lease.

This Indenture. Made this Thirty-first day of December in the year of our Lord one thousand eight hundred and seventy-nine, by and between the Oshkosh and Mississippi River Railroad Company party of the first part, and the Milwaukee Lake Shore and Western Railway Company, party of the second part both being corporations of the state of Wisconsin.

Witnesseth. That said party of the first part, for and in consideration of the sum of Five hundred dollars to it paid by said party of the second part, the payment whereof is hereby acknowledged and confessed, does hereby lease, demise and let unto the said party of the second part, and to its successors and assigns all of the following real estate, situated in the City of Oshkosh, in the County of Winnebago, and State of Wisconsin, and known and described as follows; to-wit; a certain strip belt or piece of land fifteen feet wide, extending from the centre line of Main Street, in the Fifth Ward of said City of Oshkosh, in a South Easterly course to a point of junction in Warren Street, in the First Ward of said City of Oshkosh, with the Railroad track now operated by the Chicago Milwaukee and St. Paul Railway Company, through the centre of which said strip, belt or piece of land, the centre line of the railroad now constructed thereon is now located so as to leave one half in width on each side of said centre line,

To Hold, for the term of ninety-nine years from the day of the date of these presents, and the said consideration of Five hundred dollars to be in full for the rent of said premises during the whole of said term.

And said party of the first part further covenants and agrees that said party of the second part, may within sixty days after the termination of this lease, remove from said strip, belt or piece of land, all rails, ties and other improvements which it shall have placed thereon.

These presents shall bind the said parties mutually and their respective successors and assigns

(C. M. R. R. R. Co Wis)

In Witness Whereof each of said parties has hereunto affixed its Corporate seal, and caused these presents to be signed by its President and Secretary the day and year first above written,

(Lake Shore & Western Railway Company Milwaukee, Incorporated Dec 1876 Wisconsin)

Signed Sealed and Delivered in Presence of
Thos D. Grimmer } as to signatures of James Jenkins and George Gary
A. H. Read
Edwin J. Post } as to signatures of F. W. Rhinelander and Alfred L. Cary
Burton Harrison

James Jenkins
President
George Gary
Secretary
F. W. Rhinelander, President
Alfred L. Cary, Secretary

State of Wisconsin } ss
County of Winnebago }

Personally came before me this 25th day of September 1880 James Jenkins, President, and George Gary, Secretary of the Oshkosh and Mississippi River Railroad Company to me known to be the persons who as such President and Secretary executed the foregoing instrument and acknowledged the same,

(Circuit Court Winnebago Co Wis)

Thos D. Grimmer
Clerk Circuit Court

State of Wisconsin } ss.
County of Milwaukee }

Personally came before me this 21st day of September 1880, Frederic W. Rhinelander. President. and Alfred L. Parry. Secretary of the Milwaukee Lake Shore and Western Railway Company. to me known to be the persons who, as such President and Secretary executed the foregoing instrument and acknowledged the same,

(Notorial seal)

Durton Monson
Notary Public
Milwaukee Co Wis

Received Sept 28th 1880 at 9. oclock A. M.

"Ex B"

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY	DATE
Secretary of State	1984
DIVISION	**REEL NUMBER**
—	4
RECORD SERIES	**DISPOSAL AUTHORIZATION NUMBER**
Railroad Mortgages	414.53

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER	REDUCTION RATIO	DISPOSAL AUTHORIZATION NUMBER
4	20:1	414.53
CAMERA (TYPE)	**(MODEL)**	**(SERIAL NUMBER)**
Recordak	MRC-4	342

TITLE OF RECORD SERIES

Railroad Mortgages

AGENCY

Sec. of State

I certify that I have on this day of 8-9 —, 1984, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH	ROLL ENDS WITH
Vol. 4	Vol. 4 —
	CAMERA OPERATOR
	L.N.