

WESTERN DISTRICT.
PEND D'OREILLE DIVISION.

No. 184

Northern Pacific Railroad Company.

This Indenture, Made the Thirtieth day of December, in the year of our Lord one thousand eight hundred and eighty eight, by and between the NORTHERN PACIFIC RAILROAD COMPANY, a corporation created by and existing under an Act of the Congress of the United States of America, entitled, "An Act Granting Lands to aid in the Construction of a Railroad and Telegraph Line from Lake Superior to Puget Sound, on the Pacific Coast, by the Northern Route," approved July 2, 1864, party of the first part, THE FARMERS' LOAN AND TRUST COMPANY, of the City of New York, TRUSTEE, under a certain Indenture of Mortgage or Deed of Trust, made by the said party of the first part, and bearing date the first day of September, A. D. one thousand eight hundred and seventy-nine, party of the second part, and

of the County of Spokane and Territory of Washington, part 7 of the third part.

Whereas, The said party of the first part, under and by virtue of the said Act of Congress, became and is the grantee of certain lands situate in the Territories of Washington and Idaho; and did execute and deliver to the said party of the second part a mortgage, *inter alia*, of the said lands in trust for the purposes therein mentioned, bearing date the first day of September, A. D. one thousand eight hundred and seventy-nine, and duly filed and recorded in the office of the Secretary of the Interior, in the City of Washington. AND WHEREAS, It is provided and covenanted in said mortgage, among other things, that the said party of the first part shall at all times be at liberty to contract for the sale of any parcel or parcels of said lands, at such price or prices as to it shall seem reasonable, not below the appraisal thereof approved by the said party of the second part; and that upon deposit of the proceeds of such sale or sales with the said party of the second part, whether the same be in cash, bonds, coupons, or other securities, it shall, by deed or deeds executed by it or its authorized attorney or attorneys, release the land so sold and paid for from the lien created thereby. AND WHEREAS, The said party of the first part has contracted to sell and convey, to the said part 7 of the third part, the parcel of the said lands which is hereinafter described, free from the encumbrance of the said mortgage, for the price hereinafter specified, being not less than the appraisal thereof approved by the said party of the second part; and the said Trustee has become a party hereto, for the purpose of releasing the said land hereby conveyed from the said encumbrance, so that the said part 7 of the third part, his heirs and assigns, shall take and hold the same free from any lien existing by reason of said mortgage.

Now, this Indenture Witnesseth, That the said parties of the first and second parts, by virtue of the said powers in said mortgage expressed, and of all others their powers and estates in the premises, and for and in consideration of the sum of

Four Hundred Sixteen & no/100 Dollars (\$416.00) Dollars, unto the said party of the first part, and by it unto the said party of the second part, well and truly paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and the further consideration of the covenants and conditions hereinafter expressed, to be kept and performed by the said part of the third part, his heirs and assigns, have granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain and sell, alien, release, convey and confirm, unto the said part 7 of the third part, his heirs and assigns, the following described tract or parcel of land, situate and being in the County of Spokane in the Territory of Washington that is to say:

The northwest Quarter of Section No Eleven
in Township No. Twenty-two (22) North, Range No.
Forty-three (43) East of the Willamette Meridian

containing, according to the United States survey, One Hundred and Sixty (60) acres, more or less;

reserving and excepting therefrom, however, a strip of land extending through or into the same (or so much of such strip of land as may be within said described premises), of the width of four hundred feet, that is, two hundred feet on each side of the center line of the Northern Pacific Railroad, or of any branch or other railroad operated or to be operated in whole or in part by the said party of the first part, to be used for right of way or other railroad purposes, in case the line of said Northern Pacific Railroad, or of such branch or other railroad, has been or shall be located on, or over, or within two hundred feet of said described premises; and also reserving and excepting from said described premises so much and such parts thereof as are or may be mineral lands, or contain coal or iron, and also the use, and the right and title to the use, of such surface ground as may be necessary for mining operations, and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the same, and also reserving the right to take water from, over or through the said described premises, for the use of the said party of the first part, its successors and assigns.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first and second parts, and of each of them respectively, in law, equity, or otherwise, of, in and to the same and every part thereof; saving, excepting and reserving as hereinbefore reserved and excepted; but upon the express condition that the said part of the third part, on receiving notice so to do from the said party of the first part, shall erect a good and substantial fence, sufficient to turn stock, and to comply with the requirements of law, on the line or lines between any part of said described premises and the lands reserved to said party of the first part for right of way or other railroad purposes as aforesaid, and that thereafter the said part 7 of the third part, his heirs and assigns, shall forever maintain such fence or fences in a good and substantial manner, and sufficient for the purposes aforesaid. And the said part of the third part hereby covenants with the party of the first part, that and his heirs and assigns will observe and perform said condition, which covenant shall run with the land, and shall be forever binding upon the part of the third part, his heirs and assigns.

To Have and to Hold the said granted and conveyed lands and premises, with the appurtenances, unto the said part 7 of the third part, his heirs and assigns, forever, free and clear of the lien and encumbrance of the said Indenture of Mortgage, and of all the trusts therein or thereby declared or created, and free and clear of all other liens, charges and encumbrances, except taxes and assessments, if any, accrued since the fourteenth day of September, A. D. 1880, upon the conditions and subject to the reservations aforesaid.

And the said party of the first part, for itself and its successors, doth, by these presents, covenant and agree to and with the said part 7 of the third part, *his* heirs and assigns, that it shall and will WARRANT AND DEFEND the title to the said granted premises unto the said part 7 of the third part, *his* heirs and assigns, forever, against the lawful claims of all persons whomsoever, except for taxes or assessments as aforesaid; and as to which, if any, the said part 7 of the third part hereby assumes to pay the same.

In Witness Whereof, The said parties of the first and second parts have caused these presents to be sealed with their respective corporate seals, and signed by their respective Presidents, the day and year first above written.

NORTHERN PACIFIC RAILROAD COMPANY,

(Seal)

attest.
Saul Wilkeson
Secy.

By *Frederick Billings*
President.

THE FARMERS' LOAN AND TRUST COMPANY,

Trustee,

(Seal)

By *A. H. Rolston*
President.

Sealed and delivered in the presence of

L. R. Kidder
Geo. Talbot
Wm. H. Leupp
Frank Munn

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this *first* day of *February*, A. D. one thousand eight hundred and eighty *one*, before me personally appeared *Frederick Billings*, with whom I am personally acquainted, and who is known to me to be the President of the Northern Pacific Railroad Company, the corporation that is described in and that executed the foregoing instrument, as the party of the first part thereto; and who, being by me duly sworn, said, that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal; that the same was affixed to the foregoing instrument by authority of the Board of Directors of said Company, and that he signed the said instrument by like authority. And the said *Frederick Billings* at the same time acknowledged the foregoing instrument to be the act and deed of the said Northern Pacific Railroad Company, and that the said Company executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of New York, the day and year last aforesaid.

(Seal)

George Talbot
Commissioner of Deeds in New York
for Territory of Washington.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this *twenty fifth* day of *February*, A. D. one thousand eight hundred and eighty *one*, before me personally appeared *A. H. Rolston*, with whom I am personally acquainted, and who is known to me to be the President of The Farmers' Loan and Trust Company, of the City of New York, the corporation that is described in and that executed the foregoing instrument, as the party of the second part thereto; and who, being by me duly sworn, said, that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal; that the same was affixed to the foregoing instrument by authority of the Board of Directors of said Company, and that he signed the said instrument by like authority. And the said *A. H. Rolston* at the same time acknowledged the foregoing instrument to be the act and deed of the said The Farmers' Loan and Trust Company, and that said Company executed the same freely and voluntarily, for the uses and purposes therein expressed.

(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year last aforesaid.

Filed *Feb. 5* 188*9* at *1.10* o'clock *Pm.*

Request of *Andrew Drake*

Recorded, *Feb. 18* 188*9*

J. B. Van Hook
County Auditor.

By *Jesse L. Brace* Sept

George Talbot
Commissioner of Deeds in New York
for Territory of Washington.