## Legal Notices.

### NOTICE OF SALE.

# Union Pacific Railroad.

### First Mortgage Foreclosure Causes.

Notice is hereby given that, pursuant to the Decree of Foreclosure and Sale made and entered by the Circuit Court of the United States for the District of Nebraska on the 29th day of July, 1897, in a certain cause in equity pending in said Court, entitled "F. Gordon Dexter and Oliver Ames, Second, Trustees, Complainants, against The Union Pacific Railway Company; The United States of America; The Union Trust Company of New York, Trustee; J. Pierpont Morgan and Edwin F. Atkins, Trustees; The Central Trust Company of New York, Trustee; The Central Pacific Railroad Company; The Southern Pacific Company; The St. Joseph and Grand Island Railroad Company; The Kansas City and Omaha Railroad Company; The Oregon Railway and Navigation Company; The Oregon Short Line and Utah Northern Railway Company; The Union Pacific, Lincoln and Colorado Railway Company; The Omaha and Republican Valley Railway Company; The Chicago, St. Paul, Minneapolis and Omaha Railway Company; The Kearney and Black Hills Railway Company; Frank H. Peavy, E. C. Mitchell, and Charles T. Peavy, copartners under the firm name and style of F. H. Peavy & Company; The Union Pacific, Denver and Gulf Railway Company; The Chicago, Milwaukee and St. Paul Railway Company; The Salina and Southwestern Railway Company; The Chicago, Rock Island and Pacific Railway Company; The Chicago, Kansas and Nebraska Railway Company; The Missouri Pacific Railway Company; S. H. H. Clark, Oliver W. Mink, E. Ellery Anderson, Frederic R. Coudert, and John W. Doane, Receivers; Defendants," and certain decrees ancillary thereto in causes likewise so entitled in the Circuit Courts of the United States for the following Districts, entered, on July 29th, 1897, in the Southern District of Iowa; on July 31st, 1897, in the Districts of Colorado and Wyoming, and on August 2d, 1897, in the District of Utah.

I, William D. Cornish, as Special Master, will sell at public auction, to the highest bidder or bidders, at the freight station of The Union Pacific Railway Company in the City of Omaha, in the State of Nebraska, on Tuesday, the 23d day of November, 1897, at eleven o'clock in the forenoon, all the railroad, telegraph, franchises, rights, functions, immunities, and appurtenances to the same belonging, rolling stock, and property of every kind and description mentioned in the said decrees and embraced in and covered by the First Mortgage of November 1st, 1865, of the Union Pacific Railroad Company to Edwin D. Morgan and Oakes Ames, Trustees (under which F. Gordon Dexter and Oliver Ames are now Trustees), and described as follows:

All the railroad, right of way, and railroad property of The Union Pacific Railway Company extending from the eastern terminus of the Union Pacific Railway on the east line of the said Railway Company's property between Twelfth Avenue and Thirteenth Avenue in Council Bluffs, Iowa, in a westerly direction to Twentieth Street in Omaha, Nebraska, including the railroad and railroad bridge across the Missouri River, and extending from the initial point of construction of the Union Pacific Railroad near the northeast corner of and within section 10, Township 15, range 13 east of the 6th principal meridian in Omaha, Nebraska, in a northerly and westerly direction through the city of Omaha to Twentieth Street in said City of Omaha at a junction with that part of said railroad from Council Bluffs aforesaid, and extending thence in a westerly direction through the counties of Douglas, Sarpy, Dodge, Colfax, Platte, Merrick, Hall, Buffalo, Dawson, Lincoln, Keith, Deuel, Cheyenne, and Kimball in the State of Nebraska, and Sedgwick County in the State of Colorado, and the Counties of Laramie, Albany, Carbon, Sweetwater, and Uintah in the State of Wyoming, and the Counties of Summit, Morgan, Davis and Weber in the State of Utah, to a junction, with the Central Pacific Railroad at a point five miles west of Ogden in the State of Utah, a distance of 1,942.41 miles of main line railroad; and also the rights of way, railroads and railroad tracks constituting spurs or branch lines of railroad extending from points of junction with the said main lines, (1) at a point about .6 of a mile west of what is known as Transfer Depot at Council Bluffs, in a northeasterly direction to what is known as the Broadway Depot in said city, a distance of 1.72 miles in the city of Council Bluffs; (2) at Almy Junction, Wyoming, in a northerly direction to a terminus at Mine No. 8 Spur, a distance of 3.88 miles; (3) at Cheyenne, Wyoming, in a northwesterly direction to a connection with the track of the Union Pacific, Denver and Gulf Railway, a distance of 2.04 miles; (4) at a point on said main line in Omaha, Nebraska, northerly and easterly, a distance of 18,000 feet to certain ice houses and industries on what is known as Cut-off Lake; also lots, yards, terminal grounds, shop grounds, streets and alleys, lands and tracts of land, tenements and hereditaments, easements and rights of way, owned or acquired or appropriated by or for The Union Pacific Railroad Company, The Union Pacific Railway Company, or the Receivers of the property of said last named Company for the purposes of said lines of railroad, including all lands so acquired or appropriated the title to which stands in the names of trustees for said The Union Pacific Railway Company; and also all lands acquired for or used for stations or for terminal purposes, and also all rights and estates, legal and equitable, of The Union Pacific Railway Company in and to all stations, depots and in and to all union depots upon or connected with the line of its railway, or used in connection therewith, and including all the lands and other property described in the reports of the Special Masters filed in said several causes respectively and referred to in said decrees, and in the Schedules in said reports contained and therein numbered 1, 2, 3, 4 and 5, all the said property being property owned, acquired or appropriated and necessary to the use and operation of the said railroad; also the shops, freight depots, general office building, roundhouses, depots, engine houses, car houses, station houses, machine shops, work-shops, rails, switches, turnouts, spurs, side tracks, sidings and other structures and facilities upon said mortgaged premises, constructed, acquired or owned for the purposes of or in connection with said railway; also the lands, interests and easements in lands, pipes, pump-houses, structures, pipe lines, appliances, facilities and easements of said company pertaining to the water supply upon or along said lines of railroad, and all the tools, appliances, fixtures, materials and supplies owned or acquired for the purposes thereof; also the locomotives, passenger cars, Pullman sleeping cars, dining cars, freight cars and other cars and all other equipment and rolling stock, owned by The Union Pacific Railway Company, and all interest of said The Union Pacific Railway Company in any other equipment or rolling stock, to the extent that said equipment and rolling stock so owned, or in which the said railway company has any interest, was acquired or provided for or by said railway company for the purposes of said railroad and mortgaged premises or is necessary for the running and operation thereof, the same being the undivided seventy per cent. of all the rolling stock or equipment owned by The Union Pacific Railway Company or in which said company has any interest; also all the lines of telegraph, telegraph material, instruments, fixtures and appliances belonging to the said railway company and located upon or used in connection with said mortgaged premises; also all furniture, fixtures, appliances, apparatus, supplies and material owned, acquired or provided by said company for use in connection with said railroad and mortgaged premises, located in the various offices of said railway company upon or remote from said railroad, including the offices of said company in the cities of Omaha, Nebraska, and Boston, Massachusetts, and also all the property of said The Union Pacific Railway Company and all its rights and interests in and to property of every kind and nature, whether of the character herein described or otherwise, and the corporate rights and franchises of said The Union Pacific Railway Company, its successor The Union Pacific Railway Company, so far as such property, rights, interests and franchises pertain to the said railroad, telegraph and mortgaged premises; also all the moneys, credits, and property not herein otherwise specified, in the possession of or under the control of the said Receivers in said causes, or to which said Receivers are or may be entitled, which have been or may be derived by said Receivers from or on account of said mortgaged premises, or from the sale or other disposition of any of said mortgaged property or from the operation of the said mortgaged premises by said Receivers, subject to the charges of the Receivers in respect thereof; said lands above referred to as standing in the names of trustees for the said The Union Pacific Railway Company being described as follows:

| Description. | Acres. |
|---|---|
| POTTAWATOMIE COUNTY, IOWA. | |
| Commencing at a point 471.5 ft. South of the northeast corner of the NW ¼ of SE ¼ of Sec. 34, T 75 N. R. 44 W. of the 5th P. M.; thence (taking the 40 acre line for due north & south line) S 57 deg. 31' W. 595.23 ft.; thence West to a point 670.5 ft. south and 329.34 ft. east of the centre of said Sec. 34; thence South parallel with the north & south centre line of said Sec. 34, 660 ft. to a point in the present North Right of Way line of the Union Pacific Ry. Co.; thence East on said R. O. W. line 913.16 ft.; thence Northeasterly 80 ft. to a point in 40 acre line 60 ft. more or less North of the SE corner of the NW ¼ of SE ¼ of said Sec. 34; thence North on said 40 acre line 705.3 feet to the place of beginning, containing an area of..... | 15.42 |
| Atkins, Baker & McFarland, Trustees. A tract in the NE ¼ of SE ¼ of Sec. 34, T. 75 N. R. 44 W. of 5th P. M. of Iowa, described as follows: Commencing at a point 385.3 ft. South from the East quarter section corner of said Sec. 34, running thence south on Section line 389.2 ft. or to grounds as now owned by Union Pac. Railway Co.; thence Southwesterly on Northerly line of said grounds 1384 feet to West line of said NE ¼ of SE ¼; thence North on said line 1080 ft.; thence East 1323 feet or to place of beginning. Except tract sold to S. H. Finney, described as follows: Commencing at a point 537 feet south from the East 1-4 Section corner of said Sec. 34 and running thence south 39½ ft. to Union Pacific Ry. grounds; thence southwesterly on northerly line of said grounds 270¾ feet; thence N. 30 deg. W. 188¾ ft.; thence East 335 ft. to place of beginning. Containing 0.737 of an acre hereby conveying to said Trustees..... | 21.50 |
| Atkins, Baker & McFarland, Trustees. SW 1-4 of NE 1-4 and NW 1-4 of Sec. 2 and all Sec. 35, all in Township 74, Range 44 West..... | 701.10 |
| Dexter, Atkins & Mink, Trustees. A tract of land in the NE ¼ of S E ¼ Sec. 34, T 75 N. R. 44 W. in Pottawatomie Co., Iowa, described as follows: Commencing at a point 537 ft. south from the East ¼ Section corner of said section 34, and running thence south 39½ feet to U. P. Ry ground; thence southwesterly on northerly line of said grounds 270¾ feet; thence north 30 deg. West 188¾; thence East 335 feet to place of beginning, containing one acre of..... | 0.74 |
| Dexter, Atkins & Mink, Trustees. The East 44 feet of *Lot* 1; the East 44 feet and the west 22 feet of *Lot* 2, and all of lots 3 & 5, all in Block 6 in Grimes Addition to Council Bluffs..... | 0.66 |
| Dexter, Atkins & Mink, Trustees. Part of Lots 4 and 6 in Block 9 in Grimes Addition to Council Bluffs not in Union Avenue..... | 0.44 |
| Dexter, Atkins & Mink, Trustees. That portion of Lot 7 in Block 9 in Grimes Addition to the City of Council Bluffs, not taken and used for the Right of Way of "Union Avenue"... | 0.02 |
| Atkins, Baker & McFarland, Trustees. Part of Lots 1, 2, 3, 4 & 5 in Block 13, in Bayliss Addition to Council Bluffs not in Union Avenue..... | 0.57 |
| Dexter, Atkins & Mink, Trustees. An undivided half of Lots 1, 2 & 3 in Block 11 in the Sub-division of Riddle Tract in the City of Council Bluffs. All the interest of J. S. Casement, Mary Lockwood Casement, Robert L. Casement, Grey Casement and Daniel Wells Casement in and to Lots 1, 2 & 3 in Block 11 in Riddle's Sub-division of the City of Council Bluffs, Iowa. | 0.36 |
| Atkins, Baker & McFarland, Trustees. All the North 35 1-2 feet of Lot 14 and all of Lots 15 & 16 in Block 11; all in the Sub-division of the Riddle tract, City of Council Bluffs..... | 0.22 |
| Atkins, Baker & McFarland, Trustees. All of Lot 17 in Block 11 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.12 |
| Atkins, Baker & McFarland, Trustees. All of Lot 18 in Block 11 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.12 |
| Atkins, Baker & McFarland, Trustees. All of Lot 19 in Block 11 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.12 |
| Atkins, Baker & McFarland, Trustees. All of Lots 1, 2, 9 & 10 in Block 12; also the north 22 2-3 ft. of Lot 3 in Block 12; and the North 22 2-3 ft. of Lot 11 in Block 12 and the North 113 1-3 ft. of Lot 8 in Blk 12; all in the Sub-division of the Riddle tract of Council Bluffs..... | 0.70 |
| Atkins, Baker & McFarland, Trustees. All of Lot 1 in Block 33 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.23 |
| Atkins, Baker & McFarland, Trustees. All of Lot 2 in Block No. 33 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.23 |
| Atkins, Baker & McFarland, Trustees. All Lot 3 in Block 33 in Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.23 |
| Atkins, Baker & McFarland, Trustees. All of Lot 12 in Block 33, Riddle's Sub-division of the City of Council Bluffs..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. All of Lots 13 & 14 in Block 33 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. All of Lot 15, Block 33 in the Sub-division of Riddle tract, City of Council Bluffs..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. All Lot 16 in Block 33 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. All of Lots 12, 13 & 14 in Block 34 in Sub-division of Riddle tract, City of Council Bluffs..... | 0.38 |
| Atkins, Baker & McFarland, Trustees. Lot 15 in Block 34 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.10 |
| Atkins, Baker & McFarland, Trustees. All Lot 16 in Block 34 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.10 |
| Atkins, Baker & McFarland, Trustees. All of Lot 14 in the Block 37 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.13 |
| Atkins, Baker & McFarland, Trustees. All of Lots 1, 2 & 3 in Block 38 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.37 |
| Atkins, Baker & McFarland, Trustees. All Lot 11 in Block 38 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.12 |
| Atkins, Baker & McFarland, Trustees. All Lot 12, 13 & 14 in Block 38 in the Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.37 |
| Atkins, Baker & McFarland, Trustees. All of Lot 15 in Block 38 in Sub-division of the Riddle tract, City of Council Bluffs..... | 0.12 |
| All of Lot 16 in Block 38 in Sub-division of the Riddle tract in the City of Council Bluffs..... | 0.18 |
| Dexter, Atkins & Lane, Trustees. DOUGLAS COUNTY, NEBRASKA. City of Omaha. | |
| Lots 2 and 3 in Block 208 in the City of Omaha, as surveyed and lithographed subject to the taxes thereon for the year 1886..... | 0.40 |
| Atkins, Baker & McFarland, Trustees. Lot 4 in Block 208 in the City of Omaha, surveyed and platted..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot 5 in Block 208 in the City of Omaha, surveyed and platted..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot 6 in Block 208 in the City of Omaha | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot 2 in Block 215 in the City of Omaha | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot 3 in Block 215 in the City of Omaha | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot 4 in Block No. 215 in the City of Omaha, as surveyed and platted. Subject to the following leases, which have been this day assigned by the said Grantor to John R. Manchester, in trust for the Union Pacific Railway Co. and the taxes of 1886: Leases: From Jacob Pflug to Jacob Schlechter, dated Aug. 8, 83, for 4 y. 8 mo. from date. From Jacob Pflug to Frederick Krause, dated July 16, 1880, for 5 y. from date and ext. 3 y. From Jacob Pflug to Malcom Christensen, dated April 1, 1880, for 3 yrs. from date. From Jacob Pflug to Joseph Schlechter, dated Apr. 2, 1880, for 3 yrs. from date. From Jacob Pflug to Henry Brockner, dated Apr. 1, 1880, for 3 yrs. from date. From Jacob Pflug to Patrick Murphy, dated April 6, 1880, for 3 yrs. from date..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. Part of Lot 2 (being 2.178 sq ft.), in Block No. 226, in the City of Omaha, according to the recorded plat thereof. Atkins, Dexter & Lane, Trustees. | 9.86 |
| Commencing at a point 346 feet north of the SE corner of the SW ¼ of the SW ¼ of section 23 in T 15 N of R 13 E of the 6th P. M.; thence east 410 feet; thence south 88 ft.; thence west 240 ft.; thence north 56 ft.; thence west 170 ft.; thence north 32 feet to the place of beginning. Containing 26,560 square feet..... | 0.61 |
| Atkins, Baker & McFarland, Trustees. Lots 5, 6 & 7 in Block F..... | 0.60 |
| Dexter, Atkins & Mink, Trustees. Lot 1 in Block 178 in the City of Omaha, as surveyed and lithographed, subject to the taxes thereon for the year 1886..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. All Lots numbers 2 and 3 in Block No. 178 in the City of Omaha..... | 0.40 |
| Atkins, Baker & McFarland, Trustees. All the following described Real Estate, situated in the City of Omaha, County of Douglas, and State of Nebraska, to-wit: Lots 5, 6, 7 & 8 in Block 178; Lots 6, 7 & 8 in Block 179; excepting however from this conveyance all the interest heretofore acquired by the Union Pacific Railway Company for Right of Way in and to Lots 6, 7 & 8 in Block 179 and the interest under a certain verbal lease heretofore made of Lots 5, 6, 7 & 8 in Blk. 178 to John A. Wakefield, which expires Feb. 1, 1887. The whole of said described premises is hereby conveyed subject to all taxes assessed and levied thereon for the year 1886, &c..... | 1.22 |
| Atkins, Baker & McFarland, Trustees. Lot 5 in Block 179 as surveyed and platted by the Council Bluffs and Nebraska Ferry Co..... | 0.20 |
| Dexter, Atkins & Mink, Trustees. Lot No. 5 in Block 180 in the City of Omaha..... | 0.20 |
| Atkins, Baker & McFarland, Trustees. Lot No. 6 and 8 in Block 180 in the City of Omaha..... | 0.40 |
| Atkins, Baker & McFarland, Trustees. Lot 4 in Block 181..... | 0.20 |
| Dexter, Atkins & Mink, Trustees. All Lots 1 & 4 in Block 188 in the City of Omaha. Also a parcel of land adjoining said Lot 1 on the East, commencing at the NE corner of said Lot 1 in Block 188 aforesaid; thence South 132 feet to the SE corner of said Lot 1; thence East 20 feet; thence North 132 ft.; thence West 20 ft. to place of beginning. Containing 2640 square feet..... | 0.46 |
| Atkins, Baker & McFarland, Trustees. All Lots 2 and 3 in Block 188 in the City of Omaha..... | 0.40 |
| Atkins, Baker & McFarland, Trustees. All of Lots 1 & 2 & 3 Block 189 South of Right of Way of the U. P. Ry. containing 1 3-5 of a regular City lot... | 0.32 |
| Atkins, Baker & McFarland, Trustees. All that portion of Lot 4 in Block 189 in the City of Omaha not included in a certain grant for Right of Way made to the Union Pacific Railroad Company by deed dated March 3, 1891, and recorded on the 21st day of the same month in Book "P" of deeds at Page 501 of the records of said Douglas County..... | 0.02 |
| Atkins, Baker & McFarland, Trustees. Part of Lot 2 (being 6,534 sq. ft.) in Block 226 in the City of Omaha, according to the Recorded Plat thereof.. | |
| Lots 7, 8, 9 & 10 in block 15 and fractional Block 17 in the Town of Millard | 0.33 |
| Dexter, Atkins & Mink, Trustees. Lots 7, 8, 9 & 10 in Block 23 in the Town of Waterloo..... | 0.75 |
| Dexter, Atkins & Mink, Trustees. DODGE COUNTY, NEBRASKA. Lots 1 & 2 in Block C in the City of North Bend | 1.42 |
| Lot 5 in Block 53 in the City of North Bend, except the East 15 feet of lot | |
| Dexter, Atkins & Mink, Trustees. PLATTE COUNTY, NEBRASKA. City of Columbus. | |
| Lot 3 & 4 in Block 41.. 0.40 Dexter, Atkins & Mink. | Trustees. |
| " 7 " 58.. 0.20 " " | |
| " 3 & 4 " 59.. 0.40 " " | |
| " 3 " 77.. 0.20 " " | |
| Lot 3 " 80.. 0.20 " " | |
| " 1 & 2 " 86.. 0.40 " " | |
| " 8 " 100.. 0.20 " " | |
| " 5 & 6 " 101.. 0.40 " " | |
| " 7 " 102.. 0.20 " " | |
| " 3 & 4 " 110.. 0.40 " " | |
| " 5 " 112.. 0.20 " " | |
| " 2 & 7 " 113.. 0.40 " " | |
| " 7 & 8 " 121.. 0.40 " " | |
| " 7 " 125.. 0.20 " " | |
| " 6 " 153.. 0.20 " " | |
| " 7 " 159.. 0.20 " " | |
| " 8 " 168.. 0.20 " " | |
| " 5 " 187.. 0.20 " " | |
| " 3 & 4 " 190.. 0.40 " " | |
| " 7 " 198.. 0.20 " " | |
| " 1 " 199.. 0.20 " " | |
| " 1 " 209.. 0.20 " " | |
| " 6 " 211.. 0.20 " " | |
| " 7 " 224.. 0.20 " " | |
| " 2 & 7 " 229.. 0.40 " " | |
| " 2 " 230.. 0.20 " " | |
| " 6 " 231.. 0.20 " " | |
| " 3 & 6 " 232.. 0.60 " " | |
| " 2 " 234.. 0.20 " " | |
| " 2 " 259.. 0.20 " " | |
| Out Lot 7 ..... 1.95 " " | |
| " 9 ..... 7.75 " " | |
| SE ¼ of NW ¼ Sec. 20—17—1 W..... 40.00 " " | |
| HALL COUNTY, NEBRASKA. City of Grand Island. | |
| Lots 5, 6, 7 & 8 in Block 39.0.80 Dexter, Atkins & Mink. | Trustees. |
| " 5, 6, 7 & 8 " 40..0.80 " " | |
| " 5, 6, 7 & 8 " 41..0.80 " " | |
| " 3, 4, 5 & 6 " 42..0.80 " " | |
| First Addition to Grand Island. Frac. Lot 7 in Block 105..0.03 " " | |
| DUFFALO COUNTY, NEBRASKA. Kearney Junction. | |
| Lots 89, 602, 719....0.40 Dexter, Atkin & Mink. | Trustees. |
| (Park) " 1398, 1399, 1400, 1404, 1405, 1406..0.90 " " | |
| " 1477.....0.15 " " | |
| LARAMIE COUNTY, WYOMING. City of Cheyenne. | |
| Fractional Lot No. 1 in Block 833; Also Lots 1, 2 & 3 and frac. Lots 4, 5, 6, 7 & 8 in Block 834. Also Lots 1, 2, 3, 4, 5, 6, 7 & 8 in Block 835. All in Section 22, T. 14 N. R., 66 W.; Also lots 1, 2, 3, 4, 5, 6, 7 & 8 in Block 386; Also Lots No. 1, 2, 3, 4, 5, 6, 7 & 8 in Block No. 837; Also Lots 1, 2, 3, 4, 5, 6, 7 & 8 in Block 839—All in Section 32, T 24 N. R. 66 W., as designated on the official plat of Townsite of said City of Cheyenne..... | 9.86 |
| Atkins, Baker & McFarland, Trustees. Lot 22 in Block 122..... | 0.72 |
| Dexter, Atkins & Mink, Trustees. Soda Lakes, near Laramie, Wyo. | |
| SW of NW of NE¼; NW of SW of NE¼; E ½ of NW ¼; W½ of NW ¼ of NW ¼; NE of SW of NW¼ | 4-14 N-75 W. |
| N½ of NW of SW¼ | 5-14 N-75 W. |
| NE of NE ¼ of SE¼ | 8-14 N-75 W. |
| SE of SE of SW¼ | 33-15 N-75 W. |
| Also all claim in and to other portions of Sec's 4 & 5, T. 14 N. R. 75-W. and in and to other portions of Sec. 32 T. 15 N. R. 75, which may have been at any time vested in those through whom above property was obtained..200.00 | |
| Dexter, Atkins & Mink, Trustees. WEBER COUNTY, UTAH. A part of lot 6 in Block 4 in South Ogden Lines are as follows: Beginning at the northwest corner of said lot 6 and running thence south 20 rods; thence east 10 rods; thence north 2½ rods; thence east 2 rods; thence north 17½ rods; thence west 12 rods to place of beginning..... | 1.47 |
| Atkins, Dexter & Lane, Trustees. | |

The following is a summary of an approximate statement, filed by the Receivers with the Clerk of the United States Circuit Court for the District of Nebraska at Omaha, of the amount of moneys in their hands, the amount of moneys owing to them, their liabilities, fixed and contingent, resulting from the operation of the mortgaged premises as they will be at the time of the sale:

| | |
|---|---|
| The amount of money in their hands..... | $1,062,198.56 |
| The amount of moneys owing to them..... | 823,121.63 |
| The amount of their liabilities, fixed..... | 679,256.84 |
| The amount of their liabilities, contingent..... | 602,639.12 |

In accordance with the terms and provisions of said decrees, all of said premises and property above described will be sold and the purchaser thereof will take the same subject to and subrogate the right of the Government to have the preference, at all times, in the use, at fair and reasonable rates of compensation, not to exceed the amounts paid by private parties for the same kind of service, of said telegraph line and railroad, for the transmission of despatches over said telegraph line, and the transportation of mails, troops and munitions of war, supplies and public stores upon said railroad for the Government, whenever required by any Department thereof; and subject to and having the title of The American Loan and Trust Company, as shown by the Equipment Trust Indenture of The Union Pacific Railway Company to the said The American Loan and Trust Company, dated October 1st, 1887, to the extent and so far as the said indenture affects the portion of the equipment therein embraced which is adjudged in said decrees to pertain to said mortgaged premises, and to the extent of the purchase money indebtedness in said decrees found to be outstanding thereunder; and subject to and saving the lien of the Omaha Bridge Mortgage of the Union Pacific Railroad Company to John Edgar Thomson, John Pierpont Morgan and Elisha Atkins, as trustees, dated the first day of April, 1871, and the lien of the indenture supplemental thereto, dated the 27th day of September, 1871, and the lien of the Omaha Bridge Renewal Mortgage, executed by The Union Pacific Railway Company to the Central Trust Company, of New York, as trustee, dated the first day of October, 1885, upon, to the extent and in respect of the premises embraced in and covered by said Bridge Mortgages, and to the extent of the indebtedness thereby secured as in said decrees found to be outstanding and unpaid.

As provided by said decrees:

Said premises and property will be sold as an entirety, and in one parcel.

The Special Master has the power and right to adjourn the said sale from time to time and may, without further notice, proceed with the said sale on any date to which the said sale may have been adjourned.

The Special Master will receive no bid from any one offering to bid who shall not have deposited with him, or his office in Omaha, Nebraska, at least five days before the date of the sale mentioned in this notice, as a pledge that he will make good his bid in case of its acceptance, the sum of $2,000,000, at least one-half of which shall be cash and the other half of which may be first mortgage bonds secured upon said property. The Special Master will accept no bid for said railroad, franchises and property less than the sum of $50,637,435. Upon the acceptance of any bid, the person or persons making the same shall forthwith deposit with the Special Master, on account thereof, a further sum, in cash or first mortgage bonds secured upon said property, which together with those which he may have already deposited as a pledge shall equal fifteen per cent. (15%) of the accepted bid. In case any bidder shall fail to make good his bid upon its acceptance by the Special Master by making within five days after such acceptance said additional deposit with or subject to the order of the Master as hereinbefore specified, or, after the confirmation of said sale, shall fail to pay, as hereinafter specified, the balance due upon his said bid in consummation of his purchase, then the sums in cash and bonds deposited by such bidder or purchaser, will be forfeited as a penalty for such failure, and will be applied towards payment of the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a less price upon such resale, and to any other and further purposes which the Court may direct. Any party to said causes or any holder or holders of any of said First Mortgage bonds may bid and purchase at such sale, if any sale for which a deposit has been made shall not be confirmed by the Court, such deposit will be returned to the bidder, and the deposit of any unsuccessful bidder will be returned to him when a bid has been accepted.

The purchaser whose bid shall have been accepted by the Special Master at said sale shall make payments in cash, or in cash and first mortgage bonds of the sum remaining due upon his said bid after the application thereto of the amounts theretofore deposited by him, as follows: Twenty-five (25%) per cent. of said amount so remaining due on said bid shall be paid within thirty days after the confirmation of the sale; a further twenty-five (25%) per cent. of said amount shall be paid within forty days after such confirmation; a further twenty-five (25%) per cent. of said amount shall be paid within fifty days after such confirmation; and a further twenty-five (25%) per cent. of said amount shall be paid within sixty days after such confirmation: Provided, however, that the purchaser shall have the right to anticipate all or either of said payments by making the same, or any of them, at an earlier time, or earlier times, than herein stated.

Said First Mortgage Bonds, to the extent that they shall be tendered to the Master in payment of said bid, will be accepted and taken by him in such payment at the par value thereof, together with interest unpaid and accrued thereon to the 29th day of July, 1897, the date of said first Decree, and such purchaser will be credited therefor, on account of the purchase price, such sum in cash as shall be represented by the principal of said bonds and such unpaid interest thereon, respectively. Such part of the purchase price as shall not be paid in said First Mortgage bonds shall be paid in cash.

Any cash deposits with or payments to the Special Master may be made by delivery of a certified check or checks, or certificate or certificates of deposit upon any national bank or trust company in favor of or to the order of the Special Master and satisfactory to him.

The successful bidder shall pay to the Special Master in First Mortgage bonds and cash, or one of them, an amount sufficient to pay all the first mortgage bonds and interest to July 29, 1897, the date of said first decree, and may pay to the Master or to the United States any balance of such bid applicable, under the provisions of said decrees, to the payment of the subsidy debt of The Union Pacific Railway Company to the United States. The Master may, in his discretion, accept, temporarily, instead of the manual delivery of the bonds, the certificate of any trust company which he may select, or the certificate of the Secretary of the Treasury of the United States, that it, or he, holds First Mortgage bonds, secured by the Mortgage of November 1st, 1865, subject to the order of the Master, and will deliver them to him on demand for cancellation or other disposition.

The purchaser or purchasers, or his or their successors or assigns, shall, as part consideration and purchase price of the property purchased, and in addition to the sums required to be paid as aforesaid, and paid, take the same, and receive the deed therefor upon the express condition that he or they, or his or their successors or assigns, shall pay, satisfy, and discharge the obligations, liabilities, and charges in said several decrees specified as follows: "First. All the proper costs of this cause and of the expenses of the sale hereunder, including the compensation and necessary expenses of the Special Master appointed to make the sale, and any unpaid compensation which has been or shall be allowed to the Receivers in this cause, or their solicitors, and any unpaid indebtedness and liability of the Receivers incurred in the management and operation of the mortgaged premises since October 13, 1893, which is either established or unquestioned at the time of the delivery of the Master's deed. Third. The charges, compensation, allowances, and disbursements of the Complainants and any of the other parties to this cause, entitled thereto, their solicitors and counsel. Fourth. A sum equivalent to interest at the rate six per cent. per annum from the date of this decree to a date of payment to be fixed by the Special Master upon the entire amount of First Mortgage bonds which shall not have been presented by the purchaser on account of his bid. Fifth. The payment of all First Mortgage coupons and accrued interest on matured First Mortgage bonds now unpaid, to the amount of $102,963, as found in article Eight hereof, which shall not have been paid at the time of the delivery of the property to the purchaser. Sixth. All unpaid indebtedness and obligations, if any such there be, which have been legally contracted or incurred by the Receivers in this cause in the operation or on account of the property embraced in said First Mortgage of The Union Pacific Railroad Company at any time before the same shall be delivered to the purchaser or purchasers, and such unpaid or some compensation which has been or shall be allowed by the court to the receivers or their solicitors in the cause in which Oliver Ames, Second, Samuel Carr, and others are complainants, and The Union Pacific Railway Company and others, are defendants, pending in this court, and known as the 'Ames cause,' and all such unpaid indebtedness, obligations and liabilities of the said receivers in said Ames cause which shall have been allowed as legally contracted or incurred by the said receivers in the operation of said property embraced in said First Mortgage, and shall be properly chargeable to said property, to the extent to which the revenues and assets in the hands of said receivers in said Ames cause shall be insufficient to pay and discharge such compensation, indebtedness, obligations, and liabilities in said cause. Seventh. Any indebtedness or liability contracted or incurred by the Defendant, The Union Pacific Railway Company, or by the said Receivers in the said Ames Cause, in the operation of the property covered by and embraced in the said First Mortgage of November 1st, 1865, prior to the appointment of the Receivers in the cause herein in which Dexter and Ames are complainants, which are prior in lien to said First Mortgage, and payment whereof was provided for by order of this Court, dated January 21st, 1895, in this cause, and which shall not, at the time of such delivery of possession, have been paid or satisfied out of the income of the property in the hands of the Receivers, upon the Court adjudging the same to be prior in lien to said First Mortgage, and directing payment therefor; provided that such adjudication be for the enforcement of such indebtedness or liability incurred by said Railway Company or Receivers within the period allowed by the statute of limitations applicable thereto, after such indebtedness or liability was contracted or accrued."

The costs, compensation, allowances, and disbursements specified in the first three of the last foregoing numbered sub-divisions will be paid by the purchasers when they are fixed by the Court and the purchaser, his successor or assigns, shall pay to the claims described in said decrees when by the Court required, or shall pay to the Master, or into Court, the moneys required to discharge the same from time to time as the Court may direct; and in the event that the said purchaser or purchasers, or his or their assigns, shall refuse, after demand, to pay any indebtedness or liability specified in the Fourth, Fifth, Sixth and Seventh of said foregoing numbered sub-divisions, the person holding the claim therefor, whether established in a State Court or any other court of competent jurisdiction, may, upon fifteen days' notice to said purchaser or purchasers, their successors or assigns, file his petition to have the said claim enforced against the property aforesaid in accordance with the usual practice in claims or a similar character; and such purchaser or purchasers, his or their successors or assigns, shall have the right to appear and make defence to any claim, debt, or demand so sought to be enforced, and either party shall have the right to appeal from any judgment, decree or order made thereon or with respect thereto. Jurisdiction of said causes is retained by the Court for the purpose of the foregoing provisions, and the Court reserves the right to retake and resell said property in case the purchaser or purchasers, his or their successors or assigns, shall fail to comply with any order of the Court in respect to the payment of such prior indebtedness or liability within thirty days after service of a copy of judgment, decree or order requiring such payment, subject, however, to all rights of appeal and stay of proceedings provided by law or in said decrees set forth; and the Court reserves the right and retains power and jurisdiction to take back and resell said property in case the purchaser, his successor or assigns fail to pay any of the said claims when by it required, or, in case of failure to pay any other part of the purchase price of the property, upon payment of the purchase price by the purchaser or purchasers of said property, or upon the making of such provision for the payment thereof as the Court shall approve, the Special Master will execute and deliver a good and sufficient deed conveying all the said railroad, telegraph, rolling stock and property of every kind and description, including any property and income acquired or received by the receivers as receivers in said foreclosure causes, through the operation of the mortgaged premises and any property acquired by the Receivers in the Ames cause or appropriated by them for the use of the railroad and telegraph covered by the said First Mortgage or necessary to the said railroad and telegraph line for running and operating the same, together with all the franchises, rights, functions, immunities and appurtenances belonging to the mortgaged premises, subject, always, to all the indebtedness and liabilities of the Receivers and the property as specified in said decrees, to such purchaser or purchasers, or his or their successors or assigns, and upon the execution and delivery of such deed the grantee thereunder shall be let into possession of the premises conveyed, and the said Receivers and any party to said foreclosure who may be in possession of any of the same shall deliver such property over to the purchaser or purchasers, his or their successors or assigns, together with any property acquired by the Receivers in said causes appertaining to the line of railroad in said mortgage mentioned, that has not been applied, or shall not be otherwise applied, in pursuance of the orders of the Court. Such possession will nevertheless be subject to the condition that the Court may retake and resell the property conveyed, in case the purchaser or purchasers, his or their successors or assigns, shall fail to pay any balance of the purchase price remaining unpaid, or to comply with any other provision contained in said Decrees.

For further particulars, including those relating to the mortgage debt, priorities of liens, defeats, dismissals of bills of complaint as against certain of the parties named in the said titles of said causes, the deeds to purchaser and the nature and conditions of his possession, reference is hereby made to said decrees.

WILLIAM D. CORNISH, Special Master.

Dated August 24th, 1897.

Wheeler, Peck & Pierce, No. 195 Broadway, New York City, N. Y.

R. S. Hall, Omaha, Nebraska,

Solicitors for F. Gordon Dexter and Oliver Ames, Second, Trustees, Complainants.

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GRAND STREET.—NEW YORK SUPREME Court, City and County of New York.—In the matter of the petition of Adelaide Mills as trustee, etc., for authority to sell or mortgage certain real property within the city of New York, forming the subject of a trust created in and by the last will and testament of Richard Cromwell, de