

Great Western 4  
Complete.

CHICAGO  
COUNTY

#48

24<sup>th</sup>  
November  
1909

IV

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30  
Deeds  
George Hill  
16pgs

## Deed

of

SPECIAL MASTER and others,

Conveying the railroad, property and franchises  
formerly

of the

CHICAGO GREAT WESTERN RAILWAY  
COMPANY,

to

CHICAGO GREAT WESTERN RAILROAD  
COMPANY.

Dated September 1, 1909.

McILROY & EMMET, 22 THAMES STREET, N. Y.

AN INDENTURE, made this 1st day of September, 1909,  
by and between

ALBERT R. MOORE, Special Master, as hereinafter described,  
*party of the first part;*

CHICAGO GREAT WESTERN RAILWAY COMPANY, a corporation existing under the laws of the State of Illinois, *party of the second part;*

CHARLES H. F. SMITH and HORACE G. BURT, as Receivers (hereinafter called the "Receivers"), *party of the third part;*

FREDERICK W. STEVENS and GEORGE H. GARDINER (hereinafter termed the "Purchasers"), *parties of the fourth part;* and

CHICAGO GREAT WESTERN RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "Grantee"), *party of the fifth part.*

WHEREAS, In a certain suit in equity pending in the Circuit Court of the United States for the District of Minnesota, Third Division, wherein John A. Humbird, George T. Meyer, Walter Cunliffe, Alexander F. Wallace, Edwin Waterhouse and Edward P. Tennant, are complainants, and Chicago Great Western Railway Company, is defendant, such proceedings were had that on the 10th day of July, 1909, a decree of sale of the railroad, property and franchises of said defendant Railway Company duly was entered by said Court; and

WHEREAS, Certain decrees ancillary thereto duly were entered at the times following in causes pending between said parties in the Circuit Court of the United States for the following districts, to wit: On July 12th, 1909, in the District of Nebraska; on July 12th, 1909, in the Northern District of Iowa, Eastern Divi-

sion; on July 13th, 1909, in the Southern District of Iowa, Central Division; on July 14th, 1909, in the Northern District of Illinois, Eastern Division; on July 14th, 1909, in the Western District of Missouri, Western Division; and on July 14th, 1909, in the District of Kansas, First Division; and

WHEREAS, In each of said causes Charles H. F. Smith and Horace G. Burt duly have been appointed Receivers of all the property, of every name and nature, of said defendant Railway Company; and

WHEREAS, In and by the said decrees, Albert R. Moore was appointed Special Master to execute said decrees, and to make, direct and conduct the sale under said decrees and to execute and deliver a deed or deeds of conveyance of the properties sold to the purchaser or purchasers thereof, or assigns, pursuant to the orders confirming the sale; and

WHEREAS, Under and in pursuance of such decrees and on the 21st day of August, 1909, after due publication of notice of the time and place of sale, describing briefly the properties to be sold and referring to said decrees for further particulars, at public auction to the highest bidder, in the office in the freight house on the premises of the Chicago Great Western Railway Company on Indiana Avenue between Robert Street and Eaton Avenue in the City of St. Paul, Minnesota, on the day and at the hour fixed by the Special Master in said notice of sale and in the manner specified and directed in said decrees, said Albert R. Moore, as Special Master, did sell all and singular the railways, franchises and other properties which by said decrees he was directed to sell, upon the terms and conditions in said decrees set forth, to which decrees reference is hereby made; and

WHEREAS, The Purchasers, parties of the fourth part hereto, having first made with the Special Master the deposit required by said decrees that they would make good their bid in case of its acceptance and having become the highest and best bidders therefor, became the purchasers, as joint tenants and not as tenants in common, of all the railways, franchises and other properties embraced in said sale, together as an entirety and in one parcel, for the sum of \$12,000,000; and

WHEREAS, The Special Master duly did make his report of sale to the said Circuit Court of the United States for the District of Minnesota, Third Division, in said cause therein pending, which said report and the said sale, by decree of said Court entered of record, to which reference is hereby made, duly were approved and confirmed; and said Special Master also duly did make his report of sale to said Circuit Court of the United States for the several Districts in which ancillary decrees of sale were entered as above recited, in the said causes therein pending, which said report and the said sale, by decrees of said Courts entered of record, to which reference hereby is made, duly were approved and confirmed; and

WHEREAS, Upon the petition of the said Purchasers showing that they were prepared to make payment, in the manner authorized by said decrees of sale, of the price by them bid for the property so sold to them, it was ordered, adjudged and decreed, in and by the decrees confirming said sale, that the Special Master should sign, seal, execute, acknowledge and deliver a deed conveying to Chicago Great Western Railroad Company, being the party of the fifth part hereto, a corporation organized under the laws of the State of Illinois, all the railroad, property and franchises embraced in said sale; such deeds, nevertheless, to be upon the terms and conditions prescribed in said decrees of sale and said decrees confirming said sales; and

WHEREAS, In and by said decrees of sale and said decrees confirming said sale, it was ordered, adjudged and decreed that as a further assurance to the grantee, its successors and assigns under such deeds to be executed by the Special Master, the defendant Railway Company should join with such Special Master in the execution of such deeds and thereby should convey and release to such grantee, its successors and assigns, all its right, title and interest in the railways, franchises and other property by said deeds conveyed by the Special Master; and further, that the Receivers of the property of said defendant Railway Company, by joining in such deed of the Special Master, should convey, transfer and assign to such grantee, its successors and assigns, all their right, title and interest as such Receivers in or to the property vested in or standing in their names, or to which they have acquired title as such Receivers in the management or operation of the said property or by use of the increase or proceeds of any part thereof, and in or to the property so conveyed by the Special Master; and

WHEREAS, In and by said decrees confirming said sales, it was ordered, adjudged and decreed that the Special Master, the defendant Railway Company, and the said Receivers upon request of said Purchasers, should execute, acknowledge and deliver a deed of conveyance to the said Chicago Great Western Railroad Company, party of the fifth part hereto, substantially of the tenor of the draft deed submitted to and approved by said Courts and filed in said cause in said courts pending; and this deed is of the tenor of such draft deed so filed and approved by the Court; and

WHEREAS, Upon the term and for the considerations set forth in a certain contract dated August 20 1909, between the Grantee, the Purchasers and J. P. Morgan & Co. as Reorganization Managers, the said Purchasers have designated the party of the fifth part as the grantee in the deed to be executed pursuant to said decrees as therein recited; and have complied with and fulfilled all the terms and conditions of said decrees

entitling said party of the fifth part, designated by said Purchasers for the purpose, to receive such deed of conveyance:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Albert R. Moore, party of the first part, as such Special Master, for and in consideration of the premises and of the sum paid and to be paid, and the obligations assumed, in accordance with the terms of said decrees, has granted, bargained, transferred, sold, assigned and conveyed, and by these presents does grant, bargain, transfer, sell, assign and convey

UNTO CHICAGO GREAT WESTERN RAILROAD COMPANY, party of the fifth part hereto, all the railroad, property and franchises of the Chicago Great Western Railway Company by said decrees of sale ordered to be sold, and by said Special Master in pursuance thereof duly sold as aforesaid, including the following, viz.:

(a) A line of railway extending from Chicago, Illinois, westwardly through the state of Illinois, to Dubuque in the state of Iowa;

(b) A line of railway extending from Dubuque to the city of Oelwein in the state of Iowa, and northwardly through the states of Iowa and Minnesota to the cities of St. Paul and Minneapolis, Minnesota;

(c) A line of railway extending from the said city of Oelwein southwestwardly through the cities of Waterloo, Marshalltown and Des Moines, Iowa, St. Joseph, Missouri, Leavenworth, Kansas, to Kansas City in the state of Missouri;

(d) A branch line of railway extending from Sumner in the state of Iowa, to Waverly in said state;

(e) A branch line extending from Eden in the state of Minnesota, to Mantorville in the state of Minnesota, and

(f) A branch line extending from Hudson, Iowa, to Cedar Falls, Iowa;

Including all the rights of way, tracks, bridges, structures, viaducts, station houses, engine houses, freight houses, ma-

chine shops and other shops and property which are appurtenant to said several lines of railway, and including various cars, engines and equipment, to wit:

259 engines, 145 cars in the passenger service, including passenger cars, combination cars, emigrant cars, dining cars, parlor cars, sleeping cars, baggage, express and postal cars, 8,204 freight cars, and 325 miscellaneous cars, including officers' and pay cars, gravel cars, derrick cars, caboose cars, and other road cars; and including all lease and leasehold estates, contracts for running rights, leases of and contracts for terminals, depot grounds, trackage rights, crossings, interlocking plants, freight houses and other facilities used in connection with said railway or related to the operation thereof;

Also all the capital stock of the Mason City & Fort Dodge Railroad Company, a corporation created and organized under and by virtue of the laws of the state of Iowa, said capital stock having a par value of \$32,841,152—said Mason City & Fort Dodge Railroad Company being the owner of a line of railway extending from Hayfield, in the state of Minnesota, (a junction with the line of railway of the said Chicago Great Western Railway Company), through the cities of Austin, Minnesota, Mason City, Clarion and Fort Dodge, Iowa, to the cities of Council Bluffs, Iowa, and Omaha, Nebraska; and also a line of railway extending from Oelwein in the state of Iowa, to the city of Clarion in the state of Iowa, together with terminals, yards, equipment and other property appertaining to said lines of railway;

And also a leasehold estate of all the said railway and property of said Mason City & Fort Dodge Railroad Company under and by virtue of certain leases, to wit: That certain lease and agreement made and entered into the 30th day of April, 1901, by and between the said Mason City & Fort Dodge Railroad Company, as party of the first part, the said Chicago Great Western Railway Company as party of the second part, and the Central Trust Company of New York, Trustee of the deed of trust securing the bonds of the said Mason City & Fort Dodge Railroad Company, as party of the third part; and that certain

supplemental lease and agreement dated the first day of June, 1904, between the same parties; and that certain other supplemental lease and agreement dated April 21st, 1905, between the same parties;

Also all of the capital stock of the Wisconsin, Minnesota & Pacific Railroad Company, a corporation organized under the laws of the Territory and State of Minnesota, said stock having a par value of \$5,893,400, which Wisconsin, Minnesota & Pacific Railroad Company is the owner of a line of railway extending from the city of Mankato in the state of Minnesota, through Faribault, Northfield and Randolph, (where it connects with the railway line of the said Chicago Great Western Railway Company), through Cannon Falls, Red Wing, Zumbrota, and Rochester, Minnesota, to McIntire, in the state of Iowa, (where again it connects with the line of the said Chicago Great Western Railway Company), and thence to Osage, Iowa; and also a line from Simpson in the state of Minnesota, to Winona in the state of Minnesota, together with the equipment, terminals and other railway property connected therewith;

And also a leasehold estate of all the railway and property of said Wisconsin, Minnesota & Pacific Railroad Company, and certain rights and obligations under certain leases and agreements, to wit: A lease and agreement dated the 30th day of April, 1901, (described in the decree and notice of sale as dated the 3rd day of April, 1901) by and between said Chicago Great Western Railway Company, as party of the first part, the said Wisconsin, Minnesota & Pacific Railroad Company as party of the second part, the Mercantile Trust Company, a corporation of the state of New York, as Trustee in a certain deed of trust, made by said Wisconsin, Minnesota & Pacific Railroad Company, to secure its first mortgage bonds, as party of the third part, and Charles E. Silkworth, of the city of New York, party of the fourth part; that certain supplemental lease and agreement dated the 6th day of April, 1905, between the same parties; and that certain further lease and agreement dated the first day of June, 1899, between the said Chicago Great



Western Railway Company and said Wisconsin, Minnesota & Pacific Railroad Company, giving the latter company the right to run its trains over the main tracks of the said Chicago Great Western Railway Company between Randolph and the tracks of the St. Paul Union Depot including the bridge over the Mississippi River, upon the terms and conditions in said agreement and lease set forth;

The said leases and agreements of the said Mason City & Fort Dodge Railroad Company, and the said leases, and agreements of the said Wisconsin, Minnesota & Pacific Railroad Company, being the leases and agreements to which reference is made in the said decrees of sale in the following language, to wit:

“ Any company that may acquire the property, either at the sale hereunder or by conveyance from the purchasers or from their successors or assigns, shall assume and adopt each and all of the leases and agreements relating to the Mason City & Fort Dodge Railroad and each and all of the leases and agreements relating to the Wisconsin, Minnesota & Pacific Railroad enumerated in Article III of this decree, and any transfer or conveyance by said purchasers, their successors and assigns shall refer to and incorporate this provision. Nothing herein contained shall be construed as creating or declaring a lien or charge upon, or as affecting or impairing the priority of any lien of any mortgage upon, the said property or any part thereof; but it is the intention, and it is hereby adjudged and decreed, anything herein to the contrary notwithstanding, that every right and claim under each and all of said leases and agreements, whether referring to the past or to the future, are expressly reserved and shall remain unimpaired, and that any such company, its successors or assigns, shall be liable in the place and stead of the defendant Great Western Company for the satisfaction of every such right and claim, and for the performance of each and all of the covenants and agreements of each and all of said leases and agreements:”

And each and every provision of such decrees of sale in respect of such leases and agreements being hereby assumed and adopted by the Grantee herein.

Also all of the capital stock of the De Kalb & Great Western Railway Company, a corporation created and existing under the laws of the state of Illinois, said stock having a par value of

\$111,771.48, which said corporation owns a line of railway extending from Sycamore to De Kalb in the state of Illinois;

And all other property owned by said Chicago Great Western Railway Company, and all property the title or the possession of which at the time possession shall be given pursuant to the said sale shall be in the Receivers of said company heretofore appointed in said cause, of every kind and nature and wherever situated, including all railways, franchises, equipment, structures, supplies, stocks, bonds, claims, bills receivable, rights of action, leases, leasehold estates, contracts, and property of every description—whether or not herein specifically described.

TO HAVE AND TO HOLD all and singular the above described and conveyed railways, franchises and other property, real, personal and mixed, wherever situate, unto the said Chicago Great Western Railroad Company, party of the fifth part hereto, and its successors and assigns forever.

SUBJECT, HOWEVER, to the condition that the Grantee, its successors and assigns, shall pay in cash upon the order of the Court, any unpaid portion of the purchase price, or such sum or sums on account thereof as the Court from time to time shall order for the payment of any of the several items which in accordance with said decrees of sale are payable by the Purchasers of the property sold thereunder, and subject to all other terms, conditions and provisions of said decrees of sale: and subject to the further condition that the Court may retake and resell the property sold, or any part thereof, in case the Purchasers, or the Grantee or its successors or assigns, shall fail to pay any balance of the purchase price remaining unpaid, or shall fail to comply with any order of the Court with respect to the payment of any indebtedness, obligations, or liabilities specified and as provided in said decrees of sale, within thirty days after the service of a copy of such order.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises and under and pursuant to the said several decrees of said Courts, the CHICAGO GREAT WESTERN RAILWAY COMPANY, party of the second part hereto, hereby does grant, bargain, transfer, sell, assign, convey and release to said Grantee, party of the fifth part, and its successors and assigns forever, all the right, title and interest of the said Chicago Great Western Railway Company, in or to the railways, franchises and other properties hereinabove conveyed by said Special Master to said Grantee.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises and under and pursuant to said several decrees of said Courts, Charles H. F. Smith and Horace G. Burt, parties of the third part hereto, as Receivers appointed by said Courts, hereby do convey, transfer and assign unto said Grantee, party of the fifth part hereto, all their right, title and interest as such Receivers in or to the property vested in or standing in their names or to which they have acquired title as such Receivers in the management or operation of the said property or by use of the increase or proceeds of any part thereof, and in or to the railways, franchises and other properties hereinabove conveyed by said Special Master to said Grantee.

The Purchasers, parties of the fourth part, have become parties hereto in order to signify their assent to the execution and delivery of this indenture to said Grantee, party of the fifth part.

IN WITNESS WHEREOF, on the day and year first above written the party of the first part, the parties of the third part, and the parties of the fourth part, have hereunto set their hands and seals; and the party of the second part, and the party of the fifth part, respectively, have caused their respective corporate

seals to be hereto affixed, and these presents to be signed by their respective officers duly authorized.

ALBERT R. MOORE, [SEAL]  
Special Master.

CHICAGO GREAT WESTERN RAILWAY COMPANY,

Witnesses as to  
Special Master, Chi-  
cago Great Western  
Railway Company,  
and Receivers:  
C. A. SEVERANCE.  
J. FRANK HORN.

[L. S.] By LOUIS S. CASS,  
Vice-President.  
Attest: R. C. WIGHT,  
Secretary.

CHAS. H. F. SMITH, [SEAL]  
as Receiver.

HORACE G. BURT, [SEAL]  
as Receiver.

FREDERICK W. STEVENS, [SEAL]

GEORGE H. GARDINER, SEAL]

CHICAGO GREAT WESTERN RAILROAD COMPANY.

Witnesses as to  
Purchasers and  
Grantee:  
HENRY A. GARDNER, JR.  
C. A. SEVERANCE.

[L. S.] By S. M. FELTON,  
President.  
Attest: G. F. PHILLEO,  
Secretary.

STATE OF MINNESOTA }  
 County of Ramsey } ss.

I, J. Frank Horn, a Notary Public of the State of Minnesota, within and for the County of Ramsey, residing in said County, duly appointed and qualified, hereby do certify that on this 31st day of August, 1909, before me personally appeared Albert R. Moore, to me known, and personally known to me to be the same and identical person described in and who executed the above and foregoing instrument, and whose name is subscribed to the same, and he duly acknowledged to me that he executed, signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, as of the day and year above written.

[L. s.] J. FRANK HORN  
 Notary Public,  
 County of Ramsey.  
 State of Minnesota.

My commission expires November 24th, 1915.

STATE OF MINNESOTA }  
 County of Ramsey } ss.

I, J. Frank Horn, a Notary Public of the State of Minnesota, within and for the County of Ramsey, residing in said County, duly appointed and qualified, do hereby certify that Louis S. Cass, and R. C. Wight, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice-President and the Secretary, respectively, of Chicago Great Western Railway Company, appeared before me this day in person and acknowledged that they executed, signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Secretary, respectively, and as

the free and voluntary act of said corporation, for the uses and purposes therein set forth, being authorized and directed so to do by virtue of and under and pursuant to the decrees of sale mentioned in said instrument.

And the said Louis S. Cass, and R. C. Wight, being by me severally duly sworn, did each for himself depose and say, that he, the said Louis S. Cass, resides in St. Paul, Minn., and is the Vice-President of said corporation, and that he the said R. C. Wight resides in St. Paul, Minn., and is the Secretary of the said corporation; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like authority.

Given under my hand and notarial seal this 31st day of August, 1909.

[L. s.]

J. FRANK HORN,

Notary Public,

County of Ramsey, State of Minnesota.

My commission expires November 24th, 1915.

STATE OF MINNESOTA }  
County of Ramsey } ss.

I, J. Frank Horn, a Notary Public of the State of Minnesota, within and for the County of Ramsey, residing in said county, duly appointed and qualified, hereby do certify that on this 31st day of August, 1909, before me personally appeared Charles H. F. Smith and Horace G. Burt, each to me known, and personally known to me to be the same and the identical persons described in and who executed the above and foregoing instrument, and whose names are subscribed to the same, and they severally and duly acknowledged to me that they executed, signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

[L. s.] J. FRANK HORN,  
Notary Public,  
County of Ramsey.  
State of Minnesota.

My commission expires November 24th, 1915

STATE OF ILLINOIS }  
County of Cook } ss.

I, Henry A. Gardner, Jr., a Notary Public of the State of Illinois, within and for the County of Cook, residing in said County, duly appointed and qualified, do hereby certify that S. M. Felton and G. F. Philleo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and the Secretary, respectively, of Chicago Great Western Railroad Company appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

And the said S. M. Felton and G. F. Philleo, being by me severally duly sworn, did each for himself depose and say, that he, the said S. M. Felton resides in Chicago, Illinois, and is the President of said corporation, and that he the said G. F. Philleo resides in St. Paul, Minnesota, and is the Secretary of the said corporation; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like authority.

Given under my hand and notarial seal this 30th day of August, 1909.

[L. s.] HENRY A. GARDNER, JR.,  
Notary Public,  
County of Cook, State of Illinois.  
My commission expires 1913.

STATE OF *Illinois* }  
 County of *Cook* } ss.

I, Henry A. Gardner, Jr., a Notary Public of the State of Illinois, within and for the County of Cook, residing in said county, duly appointed and qualified, hereby do certify that on this 30th day of August, 1909, before me personally appeared Frederick W. Stevens and George H. Gardiner, each to me known, and personally known to me to be the same and the identical persons described in and who executed the above and foregoing instrument, and whose names are subscribed to the same, and they severally and duly acknowledged to me that they executed, signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

HENRY A. GARDNER, Jr.,

[L. s.]

Notary Public,

County of Cook,

State of Illinois.

My commission expires 1913.