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THIS INDENTURE made the tenth day of November in the year one thousand eight hundred and eighty five between the American and Mexican Pacific Railroad Company, (formerly The Texas, Topolobampo and Pacific Railway and Telegraph Company), a corporation organized under the laws of the State of Massachusetts, and the Mexican-American Construction Company, a corporation organized under the laws of the State of Colorado, parties of the first part, and John H. Rice of the City, county and state of New York, as trustee for the purposes hereinafter mentioned, party of the second part.

W I T N E S S E T H:

That the said parties of the first part, in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto said party of the second part and to his heirs and assigns forever, all that certain lot, tract or parcel of land situated in the state of Sinaloa, Mexico, containing thirty-three thousand five hundred acres of land and known as the Mochis Tract; said number of acres being owned by said parties of the first part in said Mochis Tract exclusive of all other legal or equitable claims thereto. To have and to hold all and singular the above granted premises, together with the appurtenances and every part thereof, unto said party of the second part, his successors and assigns forever, in fee, upon the trusts nevertheless, and to and for the uses, interests and purposes hereinafter limited, described and declared, that is to say:

F I R S T: To pay such indebtedness of the parties of the first part as shall be duly audited by their proper officers

by issuing to the creditors of said parties of the first part, as such trustee, promissory notes, in such denominations as he shall deem proper, each of the same tenor and date, amounting in the aggregate to not more than twenty-seven thousand five hundred dollars, which said notes shall be made payable at No. 32 Nassau Street, New York City, twelve months after the date thereof, with interest thereon at and after the rate of six per cent per annum from the day of the date thereof until paid.

S E C O N D: To sell at public or private sale said thirty-three thousand five hundred acres of said Mochis Tract, and to give a proper deed for the conveyance thereof in fee simple at any time before the maturity of said notes, for not less than the sum of thirty-three thousand five hundred Mexican silver dollars, and to apply the proceeds of such sale to the payment of said notes upon the maturity thereof, or upon the presentation thereof before maturity, subsequently to said sale and the receipts by him of the proceeds thereof.

T H I R D: In the event of said Mochis Tract not being sold prior to the maturity of said notes and the same or any part thereof being unpaid after such maturity thereof to sell said thirty three thousand five hundred acres of Mochis Tract at public sale, at such time and place, for such price and upon such terms and notice as he shall deem proper, and to apply the proceeds of said sale to the payment of said notes; but should the sum realized from said sale be insufficient to pay said notes in full, then to apply the proceeds of said sale to the payment of said notes pro rata.

F O U R T H: In the event of there being a surplus after paying said notes from the proceeds of the sale of said Mochis

Tract, to hold such surplus until the same shall become distributable under and pursuant to the terms of the contract now existing between the parties of the parties of the first part hereto, and then to pay over and distribute the same pursuant to the terms of said contract, it being the intent of the parties of the first part hereto that said surplus, if any there shall be, shall stand in the place, and be disposed of in the same manner as said Mochis Tract would have been pursuant to said contract had this instrument not have been made.

F I F T H: *In* the event of said notes being paid from other sources than from the proceeds of the sale of said thirty-three thousand five hundred acres of said Mochis Tract, then upon such payment being made to reconvey said thirty three thousand five hundred acres of said Mochis Tract to said the American and Mexican Pacific Railroad Company, subject to the terms of the existing contract between it and said The Mexican-American Construction Co.

I N W I T N E S S W H E R E O F the parties of the first part have caused their respective corporate seals to be hereunto affixed and these presents to be signed, the American and Mexican Pacific Railroad Company by its Vice President and the Mexican American Construction Company by its president, and the party of the second part has hereunto set his hand and seal, as an indication of the acceptance by him of said trust, the day and year first above written.

Sealed and delivered:
in presence of :

Jennie Turner, Notary Public Kings Co.
Cert. filed in N.Y. Co.

The American and Mexican Pacific Railroad Co.
By E.A. Buck,
Vice President.

(Co. Seal)

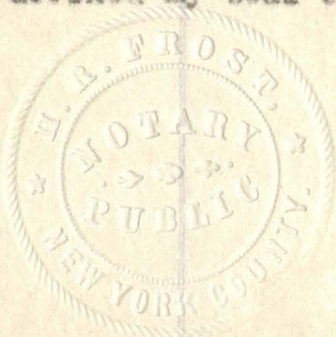
I, H. R. Frost, a notary public duly commissioned and sworn, residing in the City, County and State of New York, do hereby certify that I have carefully examined and compared the foregoing deed with a copy of the original thereof, which said copy is now in possession of Albert K. Owen, Esquire, and was made under the direction and supervision of John H. Rice, for said Owen, and endorsed in said Rice's handwriting, and by him sent to said Owen; that the foregoing deed is a correct copy of the copy made by John H. Rice, as aforesaid.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, this fifth day of September, 1902.

H. R. Frost,

Notary Public, 81,

New York County.



APPELLINEN

U.S.A.

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THIS INDEBTURE made the tenth day of November in the year one thousand eight hundred and eighty five between the American and Mexican Pacific Railroad Company, (formerly The Texas, Terolobampo and Pacific Railway and Telegraph Company), a corporation organized under the laws of the State of Massachusetts, and the Mexican-American Construction Company, a corporation organized under the laws of the State of Colorado, parties of the first part, and John H. Rice of the City, county and state of New York, as trustee for the purposes hereinafter mentioned, party of the second part.

WITNESSETH:

That the said parties of the first part, in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto said party of the second part and to his heirs and assigns forever, all that certain lot, tract or parcel of land situated in the state of Sinaloa, Mexico, containing thirty-three thousand five hundred acres of land and known as the Wechia Tract; said number of acres being owned by said parties of the first part in said Wechia Tract exclusive of all other legal or equitable claims thereto. To have and to hold all and singular the above granted premises, together with the appurtenances and every part thereof, unto said party of the second part, his successors and assigns forever, in fee, upon the trusts never the less, and to end for the uses, interests and purposes hereinafter limited, described and declared, that is to say:

FIRST: To pay such indebtedness of the parties of the first part as shall be duly audited by their proper officers

W. H. Rice
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by issuing to the creditors of said parties of the first part, as such trustee, promissory notes, in such ^{denominations} ~~denominations~~ as he shall deem proper, each of the ~~same~~ tenor and date, amounting in the aggregate to not more than twenty-seven thousand five hundred dollars, which said notes shall be ^{made} payable at No. 32 Nassau Street, New York City, twelve months after the date thereof, with interest thereon at and after the rate of six per cent per annum from the ~~date~~ date of the date thereof until paid.

S E C O N D: To sell at public or private sale, said thirty-three thousand five hundred acres of said Mochis Tract, and to give a proper deed for the conveyance thereof in fee simple at any time before the maturity of said notes, for not less than the sum of thirty-three thousand five hundred Mexican silver dollars, and to apply the proceeds of such sale to the payment of said notes upon the maturity thereof, or upon the presentation thereof before maturity, subsequently to said sale and the receipts by him of the proceeds thereof.

X T H I R D: In the event of said Mochis Tract not being sold prior to the maturity of said notes and the ~~same~~ or any part thereof being unpaid after such maturity thereof to sell said thirty three thousand five hundred acres of Mochis Tract at public sale, at such time and place, for such price and upon ^{such terms} and notice as he shall deem proper, and to apply the proceeds of said sale to the payment of said notes; but should the ^{sum} realized from said sale be insufficient to pay said notes in full, then to apply the proceeds of said sale to the payment of said notes pro rate.

F O U R T H: In the event of there being a surplus after paying said notes from the proceeds of the sale of said Mochis

Tract, to hold such surplus until the same shall become distributable under and pursuant to the terms of the contract now existing between the parties of ~~the parties~~ the first part hereto, and then to pay over and distribute the same pursuant to the terms of said contract, it being the intent of the parties of the first part hereto that *said* surplus, if any there shall be, shall stand in the place, and be disposed of in the same manner as said Mechis Tract would have been pursuant to said contract had this instrument not have been made.

In
F I F T H: In the event of said notes being paid from other sources than from the proceeds of the sale of said thirty-three thousand five hundred acres of said Mechis Tract, then upon such payment being made to reconvey said thirty three thousand five hundred acres of said Mechis Tract to said the American and Mexican Pacific Railroad Company, subject to the terms of the existing contract between it and said The Mexican-American Construction Co.

I N W I T N E S S W H E R E O F the parties of the first part have caused their respective corporate seals to be hereunto affixed and these presents to be signed, the American and Mexican Pacific Railroad Company by its Vice President and the Mexican American Construction Company by its president, and the party of the second part has hereunto set his hand and seal, as an indication of the acceptance by him of said trust, the day and year first above written.

Sealed and delivered:
in presence of

Jennie Turner, Notary Public Kings Co.
Cert. filed in N.Y. Co.

The American and Mexican Pacific Railroad Co.
By E.A. Buck,
Vice President.

(Co's Seal)

The Mexican American Construction Co.

By Walter G. Gilson,

(CO. SEAL)

President.

John H. Rice. (Z. 9)

MODEL  LINEN

I, H. R. Frost, a notary public duly commissioned and sworn, residing in the City, County and State of New York, do hereby certify that I have carefully examined and compared the foregoing deed with a copy of the original thereof, which said copy is now in possession of Albert K. Owen, Esquire, and was made under the direction and supervision of John H. Rice, for said Owen, and endorsed in said Rice's handwriting, and by him sent to said Owen; that the foregoing deed is a correct copy of the copy made by John H. Rice, as aforesaid.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, this fifth day of September, 1902.



H. R. Frost,

Notary Public, 81,

New York County.