

DEED RECORD ONE

was by me first duly examined separate and apart from her said husband, in reference to the signing and acknowledging of said deed, the nature and effect of such deed being explained to her by me, and that she, being fully apprised of her right and of the effect of signing and acknowledging the said deed, did sign the same while so separate and apart from her said husband, and did then acknowledge that she freely and voluntarily signed and acknowledged the same, including the release and waiver of the right of homestead.

My commission expires on the 10th day of May A.D. 1912.

Given under my hand and notarial seal this 28th day of March A.D. 1912.

O. N. Anderson

(Seal)

Notary Public.

THE SHERIDAN ELECTRIC LIGHT
AND POWER COMPANY

TO

SHERIDAN COUNTY ELECTRIC
COMPANY.

D E E D.

Filed at 2:35 P.M.

Apr. 20, 1912.

No. 44437.

THIS INDENTURE made and entered into as of the first day of March, 1912, by and between THE SHERIDAN ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Colorado, party of the first part, and SHERIDAN COUNTY ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H:

First: That the said party of the first part for and in consideration of the sum of One Dollar (\$1)

to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, and other good and valuable considerations, does hereby grant, bargain, sell, assign, transfer, convey and confirm unto said party of the second part, its successors and assigns forever, all its property described as follows:

I. The real estate and personal property located and being in Sheridan County, in the State of Wyoming, more particularly described as follows, to-wit:

1. Lot One (1), Three (3) and Five (5) in Block Four (4) in Grinnell Addition to the Town of Sheridan, as shown upon the plat of said addition filed in the office of the Recorder of Said Sheridan County, together with the buildings thereon erected and the improvements and appurtenances thereto belonging.

2. A certain perpetual right of way heretofore granted to the Sheridan Electric Light and Power Company by an indenture dated August 24, 1910, between John Hecht and Ida M. Hecht, his wife, and said corporation, recorded at page 331 of Book "X" of the Deed Records of Sheridan County, over the following described land situated in Sheridan County, Wyoming, to-wit: The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-seven (27) of Township Fifty-seven (57) North of Range Eighty-four (84) West of the Sixth P.M.

3. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture dated August 29, 1910, between Jake Kosma and Victoria Kosma, his wife, and Steve Ketcher and Mary Ketcher, his wife, and said corporation, recorded at page 336 of Book "X" of the Deed Records of Sheridan County over the following described land situated in Sheridan County, Wyoming, to-wit: Lots 1, 2, 3 and

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SHERIDAN COUNTY

all of that tract of land lying North of Lot 1 and being east of Main Street, bounded on the North and East by the Dietz County Road and C.B. & Q.R.R. right of way, all in Dimple Addition (or subdivision of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, Tp. 56, R.R. 84W.) adjacent to town of Sheridan, Wyoming, as surveyed, platted and recorded.

4. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture dated August 29, 1910, between Mrs. Tekla Bliskey (a widow of Mike Bliskey, deceased) and John Zayas and Mrs. M. Zayas, his wife, and said corporation, recorded at page 330 of Book "X" of the Deed Records of Sheridan County, Wyoming, over the following described land situated in Sheridan County, Wyoming, to-wit: Lots Five (5), Six (6) and Seven (7) of the Dimple Addition or Subdivision of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, Tp. 56, R.R. 84W. 6th P.M., adjacent to the town of Sheridan, Wyoming, as surveyed, platted and recorded.

5. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture dated August 30, 1910 between Peter Modlish and Kate Modlish, his wife and said corporation, recorded at page 327 of Book "X" of Deed Records of Sheridan County over the following described land situated in Sheridan County, Wyoming, to-wit: Lots Eight (8), Nine (9) and Ten (10) Dimple Addition (or subdivision of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, Tp. 56 R.R. 84 W.) adjacent to the town of Sheridan, Wyoming, as surveyed, platted and recorded.

6. A certain perpetual right of way heretofore granted to the Sheridan Electric Light and Power Company by an indenture dated August 30, 1910 between E. A. Grinnell and Mrs. E. A. Grinnell, his wife and said corporation, recorded at page 332 of Book "X" of the Deed Records of Sheridan County over the following described land situated in Sheridan County, Wyoming, to-wit: All of Block Four (4); and Lots Seven (7) and Eight (8), one (1) and two (2) Block Five (5), and all intervening land, if there be any, in Atkinson Addition to the City of Sheridan, Wyoming, as surveyed, platted and recorded.

7. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture dated September 13, 1910 between William Tirm and said corporation, recorded at page 335 of Book "X" of the Deed Records of Sheridan County, Wyoming, over the following described land situated in Sheridan County, Wyoming, to-wit: Lot numbered Eleven (11) of the Dimple Subdivision of the Northwest Quarter of the Northeast Quarter of Section Twenty-two (22) of Township Fifty-six (56) North of Range Eighty-four (84) West of 6th P.M.

8. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture between Harry Stork and Helen Stork, his wife and said corporation, filed for record September 19, 1910 and recorded at page 334 of Book "X" of the Deed Records of Sheridan County, over the following described land situated in Sheridan County, Wyoming, to-wit: The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-seven (27) of Township Fifty-seven (57) North of Range Eighty-four (84) West 6th P.M.

9. A certain perpetual right of way heretofore granted to The Sheridan Electric Light and Power Company by an indenture between John Birchby and Annie Birchby, his wife, and said corporation, dated September 6, 1910, and recorded at page 333 of Book "X" of the Deed Records of Sheridan County, over the following described land situated in Sheridan County, Wyoming, to-wit: The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-one (21) of Township Fifty-seven (57) North of Range Eighty-four (84) West of the Sixth P.M.

DEED RECORD ONE

10. Ordinance No. 288, granted by the City of Sheridan, Wyoming, on the 21st day of August, 1911, granting to The Sheridan Electric Light and Power Company, its successors and assigns, the franchise, right and privilege to acquire, construct, maintain and operate an electric light, heat, and power plant, with all appurtenances, and to erect and maintain poles and structures in, along, over and upon the streets, avenues, alleys and public ground of the City of Sheridan, Wyoming, and any additions thereto, together with all rights and privileges accruing therefrom.

ALSO all and singular the works, plants and machinery, engines, boilers and dynamos for making, generating and supplying electricity for lights, heat and power, including all regulators, lamps, cables, poles, pole lines, transmission lines, conduits, wires, buildings, appliances, equipments, materials, supplies, tools and implements connected with or used in the business of the party of the first part, whether situated upon the premises specifically described in this indenture, or on other lands owned or leased by the party of the first part.

AND ALSO all the licenses, easements, rights, privileges, immunities, powers, things in action, contracts, claims and franchises of the party of the first part, and all of its property, real or personal, corporeal or incorporeal, of every kind and description, whether now owned or hereafter acquired, together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, incomes, rents, issues and profits thereof; and also all the estate, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the party of the first part of, in and to the said premises and property, and every part and parcel thereof with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the premises, rights, properties, real or personal, franchises, estates, appurtenances and other property hereby conveyed or transferred, or intended to be conveyed and transferred, unto the said party of the second part, its successors and assigns forever.

SUBJECT, HOWEVER, to a certain first mortgage made by the party of the first part to The International Trust Company, of Denver, Colorado, dated April 1, 1907, and recorded at page 260 of Book "L" of the Deed Records of Sheridan County, Wyoming, which was given to secure an issue of Bonds of the party of the first part of the aggregate face value of \$850,000.00 of which \$101,000 face value have been issued and are now outstanding.

Second: The party of the first part does hereby covenant and agree to and with the party of the second part, its successors and assigns as follows, to-wit: That it is the owner of all of the above described property, whether real, personal or mixed, and that it has a good right to sell and convey the same, and that there are no encumbrances upon or against the same, or any part thereof, (except the first mortgage to The International Trust Company referred to above, and the bonds issued thereunder and secured thereby,) and that the party of the second part, its successors and assigns shall at all times have and keep the quiet and peaceable possession of all the property conveyed and transferred hereby, or intended so to be, and that it, the said party of the first part will, and its successors and assigns shall forever warrant and defend the title to said property unto the party of the second part, its successors and assigns against all lawful claims and demands of whatsoever kind and nature, (except the first mortgage and