

of the breach of any other covenant or agreement, express or implied, in this indenture, in respect to any of the lands so relinquished, and which breach shall prevent the further selection and approval of other lieu lands in place of any of the lands so relinquished as aforesaid, then the measure of damages to be recovered on account thereof shall be such a proportion and no more, of the entire consideration paid as aforesaid by said second party, as the number of acres of relinquished lands to which the title thereto shall prove insufficient to warrant the selection of lieu lands as aforesaid, shall bear to the entire number of acres relinquished to the United States as aforesaid; but in no event shall the amount of damages which said second party shall be entitled to recover exceed the consideration herein expressed, to-wit: Six hundred and forty Dollars, with interest thereon at the rate of five per cent. per annum from date of payment. It is further agreed by the parties hereto, that if any of the selections of lieu lands made as aforesaid, under the direction of said second party and described and conveyed herein, shall not be approved by the proper officers of the United States for patent for any reason whatsoever, then the said second party shall within a reasonable time after such failure of approval, designate other selections in lieu thereof, and said first party shall thereupon make such selections, and after approval by the United States, convey all its right, title and interest in the same to said second party, his heirs and assigns, subject to the covenants therein contained. In Witness Whereof, the said Santa Fe Pacific Railroad Company, party of the first part, has caused this deed to be signed by its President and attested by its Assistant Secretary and its seal to be duly affixed the day and year first above written.

Signed, sealed and delivered
in presence of S. J. Engel
J. M. Heman

Santa Fe Pacific Railroad Company Seal of
By E. O. Ripley, its President S. F. P. R. Co.

State of Illinois }
County of Cook } " On this 25th day of May A. D. 1904, before me, Edward J. Engel, a Notary Public in and for said County and State, personally appeared E. O. Ripley, to me personally known to be the President of the Santa Fe Pacific Railroad Company, and who as such President executed the within instrument on behalf of the corporation therein named, and the said E. O. Ripley, being by me duly sworn, did say that he is the President of said Santa Fe Pacific Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said E. O. Ripley acknowledged to me that such corporation executed the same, and said instrument to be the free act and deed of said corporation. In Witness Whereof, I have hereunto set my hand and affixed my Notarial seal the day and year above written.

Notarial Seal
Edward J. Engel
Notary Public.

Filed for record by C. B. Peterson on July 19, 1905 at 10.15 o'clock A. M.

A. Fleischman
Co. Auditor.