

S<sup>2</sup> N.E. " 12- 3S 1E  
S<sup>2</sup> N.W. + N<sup>2</sup> SW - Pt All S.E. " 4- S.W. " NE " 7- 3S 2E  
Pt All S.W. " + Pt All SE " Sec 8 3S 2E + W<sup>2</sup> SW " + The SW " NW " Sec 10 3S 2E  
Pt All S.W. " Sec 9 - 3S 2E

2276149

BOOK 2728 PAGE 117

Recorded FEB 6 1969 at 2:29 P.M.  
Request of PERPETUAL STORAGE, INC.  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 6.00 By *[Signature]* Deputy  
Ref. \_\_\_\_\_

P.O. Box 17186 S.L.C.  
84117

TERMINATION OF ASSIGNMENT

THIS TERMINATION OF ASSIGNMENT is made and entered into this 31 day of January, 1969, by and between PERPETUAL STORAGE, INC., a corporation ("Assignor"), and BAKER INDUSTRIES, a corporation (Assignee").

WHEREAS, Assignor previously borrowed, on or about the thirtieth day of September, 1968, the sum of \$250,000.00 from Assignee and executed a Promissory Note of said date in such amount, which Note was guaranteed by ROBERT L. LYNCH, CLARK R. POWELL, and RONALD R. FAIRLY; and

WHEREAS, Assignor did assign to Assignee as security for the faithful performance of all terms and conditions of said Note, all of its right, title and interest as tenant in and to a certain lease dated January 1, 1968 between TEMPLE GRANITE QUARRIES, a corporation, as landlord and Assignor as tenant, which Assignment of Lease was dated the 27th day of September, 1968 and was recorded in the Office of the County Recorder for Salt Lake County, Utah, on the fourth day of October, 1968 (Book 2696, pages 511 - 518 inclusive); and

BOOK 2728 PAGE 118

WHEREAS, said Assignment of Lease provided that upon payment in full of all sums due pursuant to the terms of said Promissory Note, such Assignment shall become of no further force and effect and shall absolutely terminate; and

WHEREAS, Assignor has made payment in full to Assignee by certified or cashier's check, or cash, of the entire principal sum of \$250,000.00, plus all interest due up to and including this date; and

WHEREAS, the parties hereto desire to terminate any rights of Assignee in and to said lease or Assignment of Lease and to reconvey any and all such rights.

NOW, THEREFORE, the parties hereto do agree as follows:

1. The Assignment of Lease between the parties hereto dated the 27th day of September, 1968, is hereby terminated, is deemed null and void, and is of no further force and effect. Assignee does hereby assign and transfer to Assignor all of its right, title and interest in and to said lease dated January 1, 1968, referred to in said Assignment of Lease, including all right, title and interest of Assignee in and to the real property described in said lease and all buildings and improvements thereon.

2. Assignee does hereby represent and warrant to Assignor and guarantors that at all times mentioned herein it is and was the holder of said Promissory Note in the principal amount of \$250,000.00, dated September 30, 1968, and that it has, at no time mentioned herein, made any transfer, conveyance, or hypothecation of any or all of a part of said Promissory Note, or any interest therein.

3. Assignee does hereby represent and warrant to Assignor and guarantors that it has made no transfer, conveyance, or hypothecation of any or all of its interest in said lease dated January 1, 1968. The parties further acknowledge that this TERMINATION OF ASSIGNMENT may not be recorded with the recorder for Salt Lake County, Utah, for a number of days after its execution and accordingly, Assignee does further represent and warrant to Assignor and guarantors that it will not, in the future, do any act or execute any document which would in any way alienate or encumber the interest of Assignor therein.

4. Assignee agrees to execute and verify or acknowledge such other and further notices, documents or other instruments as may be reasonably required by Assignor for the purpose of effectuating this TERMINATION OF ASSIGNMENT or imparting notice or constructive notice thereof to others pursuant to the terms of said lease, Assignment of Lease, or the applicable laws of the State of Utah.

5. Assignee does hereby forever release all of the guarantors to said Promissory Note dated September 30, 1968, including but not limited to ROBERT L. LYNCH, CLARK R. POWELL and RONALD R. FAIRLY, from any and all liabilities arising out of said guarantee.

6. The parties executing this TERMINATION OF ASSIGNMENT on behalf of Assignee, BAKER INDUSTRIES<sup>INC.</sup>, do hereby represent and warrant that they have full power and authority to enter into this Agreement and TERMINATION OF ASSIGNMENT on behalf of said corporation. Assignee further represents and warrants that the execution of this TERMINATION OF ASSIGNMENT, including the release of the guarantors as provided above, and compliance with all of the terms and provisions hereof, will not in any way violate any By-Law or Article of Incorporation of Assignee, and will not violate any law to which Assignee is subject nor violate any previous contractual commitment to which Assignee is subject.

WITNESS the due execution thereof by Assignee this 3 day of January, 1969.

INC.  
BAKER INDUSTRIES<sup>INC.</sup>, a corporation

By [Signature]  
Title Wm V. Purcell  
And \_\_\_\_\_  
Title \_\_\_\_\_



(Corporate Seal)

BOOK 2728 PAGE 121

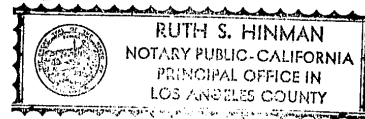
STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On this 3rd day of February, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN D. MCFADDEN, known to me to be the Executive Vice President of BAKER INDUSTRIES, INC., the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Ruth S. Hinman*

Notary Public in and for the  
State of California



My Commission Expires April 21, 1969



Abstract \_\_\_\_\_  
Index \_\_\_\_\_  
References \_\_\_\_\_  
Notes \_\_\_\_\_

