

papers required and pay one-half the expenses necessary in obtaining said loan the Seller agreeing to pay the other one-half, provided, however, that the monthly payment required by the building society and otherwise, shall not exceed the monthly payments as outlined above.

The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following. Sidewalk Extension #220 due in 5 annual installments, amount \$167.00.

The Buyer agrees to pay the general taxes after the year 1923.

The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller to the amount of three-fourths of their value or (\$4000.00), and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if he elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of one per cent per month until paid.

In the event of a failure to comply with the terms hereof by the Buyer, or upon failure to make any payments when the same shall become due, or within 60 days thereafter, the Seller shall, at his option, be released from all obligations in law and equity to convey said property and the said Buyer shall forfeit as liquidated damages, all payments which have been made theretofore on this contract, and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller. It is agreed that time is of the essence of this agreement.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrance other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

The Buyer, his heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract brought to date at time of sale or at time of delivery of deed at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

In Witness Whereof, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of
J. H. Woods

Gaddis Investment Company,
Utah.
Corporate Seal

Gaddis Investment Company
By Thos E Gaddis President
The Seller.

R H. Morris
The Buyer

ASSIGNMENT OF BOND FOR DEED
Salt Lake City, Utah,
April 20th, 1925.

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to PHILLIP FOX all our right, title and interest in and to that certain Bond for Deed dated October 30th, 1924, between Gaddis Investment Company, a Corporation of Utah, Seller, and R. H. Morris, as Buyer, covering that certain property, to-wit:

All of Lot 1, and the North Five (5) feet of Lot Two (2), Block One (1), HARVARD PLACE, A Subdivision of Lots 14 and 15, in Block 21, Five Acre Plat "A", Big Field Survey.

Said PHILLIP FOX to assume the balance due under said Bond for Deed amounting to \$4619.94, payable at the rate of \$50.00 per month, said payment to include interest as per terms of contract.

WITNESS:

B L Liberman

R. H. Morris
Anneto. B. Morris

State of Utah,
County of Salt Lake, ss.

On this 20th day of April, A.D. 1925, personally appeared before me R. H. MORRIS and ANNETE B. MORRIS, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

B. L. Liberman,
Notary Public
Salt Lake County, Utah
Commission Expires
Aug. 1, 1925.

B L Liberman
Notary Public
residing at Salt Lake City, Utah.

Recorded at the request of Phillip Fox Jun. 12, 1925 at 10:13 A.M. in Bk. 3-W of L&L, Pgs. 221-222.
(Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. S-17-160-8-9.

#537027

THIS AGREEMENT made and entered into this 6th day of June, AD 1925, by and between UTAH GRANITE & HARDIE COMPANY, a corporation of Utah, First Party, and WHITMORE OXYGEN COMPANY, a corporation of Utah, Second Party, WITNESSETH:

That this agreement is supplemental to an agreement of even date herewith between the said parties, reference to which is hereby made and the same made a part hereof, and under which said second party is to acquire certain rights and titles, as in said agreement described, and for the consideration therein stated, of, in and to the following described property located in Salt Lake County, Utah:

Beginning at a point which is East 6018.0 feet and South 522.8 feet from the 1/4 Section corner on the east boundary of Section 12, Township 3 South, Range 1 East, Salt Lake Base & Meridian, identical with the North-east corner of this tract, and running thence West 385.0 feet to North-west corner, thence South 350.0

foot to the South-west corner; thence East 100.0 feet; thence North 73° 24' East 297.4 feet to the South-east corner; thence North 266.0 feet to the place of beginning, enclosing an area of 2.81 acres.

Right of Way for Concrete Dam.

Beginning at point of diversion, as shown in Water Application No. 5218 on file in the State Engineer's Office, Salt Lake City, Utah, whence the corner between sections 11 & 12 Township 3 South, Range 1 East, Salt Lake Base & Meridian bears N. 87° 53' W 14850 feet; thence N 45° 30' W 12.5 feet; thence N 44° 30' E 10 feet; thence S 45° 30' E 72.6 feet; thence S 44° 30' W 30.0 feet; thence N 45° 30' W 60.0 feet; thence N 44° 30' E 20.0 feet to place of beginning, containing 0.04 acre.

Right of Way for Pipe and Transmission Lines

Beginning at point of diversion as given above and shown in Water Application No. 5218, running thence westerly 136 feet along the center line of a flume 5 feet wide and 4 feet deep, inside dimension, to beginning of wood pipe 20 inches diameter, thence westerly along the center line of said pipe 2950 feet to Point A whence the water wheel in power house bears westerly 264 feet. The right of way embraces a land tract 26 feet wide or 12.5 feet in width on each side of the center line above described. Area about 1.69 acres.

Beginning at point A above mentioned, and running thence North 20. feet; thence West 623 feet; thence South 20 feet to Point B on the center line at intake of a wood pipe 20 inches diameter shown on Water Application No. 5218 on file in the State Engineer's Office, Salt Lake City, Utah; continuing thence from point B South 12.5 feet; thence East 80.0 feet; thence S 60° E 96.0 feet; thence South 40.0 feet; thence East 150 feet; thence North 63 feet; thence N 82° 30' E 200 feet; thence North 12.5 feet to point A, the place of beginning, area about 0.82 acre.

Beginning at point B, heretofore described, and running thence westerly 1040 feet along the center line of a wood pipe 20 inches in diameter to water wheel described in Water Application No. 5218, continuing thence S 72° W about 105 feet to line 3-4 survey Number 6774 Wasatch No. 14 Placer. The right of way embraces a land tract 32.5 feet wide of which 20.0 feet is on the North side and 12.5 feet is on the south side of the center line above described. Area about 0.86 acres.

All the above described land tracts are situate on Survey No. 6379 Wasatch No. 7 Placer, and Survey No. 6774, Wasatch PLACER No. 14 Placer owned by the Utah Granite & Marble Company.

WITNESS the signatures and corporate seals of the parties hereto, the day and year first above written.

Attest: George S Ashton Secretary.

Utah Granite & Marble Co. Salt Lake City, Utah. Incorporated Dec 22 1919 Seal

UTAH GRANITE & MARBLE CO. By James S Walker President.

Attest: Stephen L Richards Secretary.

Whitmore Oxygen Co. Utah. Corporate Seal

WHITMORE OXYGEN CO. By A. P. Whitmore Pres. President.

STATE OF UTAH, County of Salt Lake ss.

On the sixth day of June AD 1925, personally appeared before me James S. Walker who being by me duly sworn did say that he is the president of Utah Granite & Marble Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said James S. Walker acknowledged to me that said corporation executed the same.

My commission expires 9/13/26

Paul H. Ray, Notary Public, State of Utah.

Paul H Ray Notary Public, Salt Lake City, Utah.

Recorded at the request of H. Van Dam Jr. Jun. 12, 1925 at 2:55 P.M. in Bk. 3-W of L&L, Pgs. 222-223. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by Zina W. Cummings, Deputy. D-12-218-38 to 39, L-190-31, L-226-27.

MECHANIC LIEN - NOTICE OF LIEN - JUNE 16, A.D. 1925

#57103 TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned Fred Burtoft, doing business as a contractor and residing at Salt Lake County, State of Utah, does hereby claim and intends to hold a claim and lien upon that certain land and premises owned and reputed to be known by the Clayton Investment Company; the said land and premises lying and being in Salt Lake City, Salt Lake County, State of Utah, and described as follows: to wit:

Commencing at a point which is 94.25 feet S of N.W. Corner of Lot 7, Block 70, Plat "A", Salt Lake Survey, which point is on S side of a certain alley ext. E. & W. and Fr. Sd. point runs W 9 1/2 feet to E. side of Commercial Street; Sly alg E side of Sd. Side 89.25 feet to N. side of Clayton Ave. sometimes known as Olive St. E. alg W. side of Sd. Clayton Ave. 68 1/2 feet to W. side of an alley; N. alg W side of said alley 82.25 feet to S. side of an alley W. alg S. side of Sd. alley 79 feet to beginning known as 113 1/2 Regent St. (Commercial Street) or New Willard Apartments, Salt Lake City, Salt Lake County, State of Utah.

to secure the payment of \$5,497.48 due and owing the undersigned for superintendancy (supervision) of the remodeling of the New Willard Apartments located at 113 1/2 Regent Street (Commercial Street) Salt Lake City, Salt Lake County, State of Utah, which amount is ten (10) per cent of the cost of remodeling the above described premises, to wit: the New Willard Apartments, located at 113 1/2 Regent Street, (Commercial Street), Salt Lake City, Salt Lake County, State of Utah; that the actual cost of remodeling the above described premises, to wit, The New Willard Apartments located at 113 1/2 Regent Street (Commercial Street), Salt Lake City, Salt Lake County, State of Utah, is and was \$54,974.98. That there is a further amount, to wit; \$317.53 due and owing the above-named contractor, Fred Burtoft, as money paid out of his own personal account for material used upon the above-described New Willard Apartments located at 113 1/2 Regent Street (Commercial Street) Salt Lake City, Salt Lake County, State of Utah, making a total due and owing the above-named contractor for his superintendancy (supervision) \$5,815.02; that ten (10) per cent of the actual cost of the remodeling of the above-described premises, to wit, The New Willard Apartments, as located at 113 1/2 Regent Street, (Commercial Street) Salt Lake City, Salt Lake County, State of Utah, is the sum or percent generally charged by Contractors in this class of work.

The following firms have the following amounts due and owing them are holding the above-named Fred Burtoft, Contractor, for the same:

Salt Lake Roof & Cornice Company	\$614.15
Philip Dorn Company	785.00
Bardley & Elkins	200.40
I.H. Arams	840.00
Salt Lake Electric Supply Co.	777.00
McFarland Lumber Company	6.80
Wash. Brown	4981.00
making a total due and owing sub-Contractors and individuals, to wit,	\$9487.48