

Recorded at Request of EADMON ABSTRACT 22 FEB 1 1940

69 (Main Target Class, Recorder Salt Lake County, Utah) Page 615 Ref. 243-5-10-1

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JOHN K. WALLACE and GLENN WALKER WALLACE, his wife, LELAND B. SWANER and JUNE S. SWANER, his wife, and HAROLD H. BENNETT and ELLY H. BENNETT, his wife, Grantors of Salt Lake City, County of Salt Lake, State of Utah, Hereby QUIT-CLAIM to CERTIFIED WAREHOUSE AND TRANSFER COMPANY, a Utah Corporation, with its principal place of business in Salt Lake City, Utah, Grantee, for the sum of Ten Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point North 0 deg. 05' 08" West 2630.91 feet; South 89 deg. 45' 42" West 80 feet; North 89 deg. 56' 20" East 980.44 feet; South 89 deg. 54' 40" West 502.93 feet; North 0 deg. 06' 20" West 53 feet; South 89 deg. 53' 40" West 64 feet from the City Monument at the intersection of 1700 West Street (Redwood Road) and 2100 South Street; which monument is about 29.74 feet South and 1 foot East of the Southeast corner of the Southwest Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Meridian and running thence North 0 deg. 06' 20" West 439 feet; thence South 89 deg. 53' 40" West 228 feet; thence South 0 deg. 06' 20" East 402 feet; thence North 89 deg. 53' 40" East 27 feet; thence South 0 deg. 06' 20" East 30 feet; thence North 89 deg. 53' 40" East 131 feet, more or less, to the point of beginning.

Together with rights of ingress and egress over, upon and across all roads and streets located within the area commonly known and described as The Remington Small Arms Plant property in Salt Lake City, Utah and which are necessary for the convenience, use and occupancy of the hereinbefore described real property.

Also together with the right to use, in common with others, the present main line railroad trackage and all extensions thereof located within the area commonly known and described as The Remington Small Arms Plant property in Salt Lake City, Utah and which are necessary for the convenience, use and occupancy of the hereinbefore described real property.

WITNESS the hands of said Grantors, this 1st day of February, A.D. one thousand nine hundred and forty nine.

Signed in the presence of:

*[Signatures]*  
John K. Wallace  
Glenn Walker Wallace

*[Signatures]*  
John K. Wallace  
Glenn Walker Wallace

*[Signature]*  
Leland B. Swaner

*[Signature]*  
June S. Swaner

*[Signature]*  
Harold H. Bennett

*[Signature]*  
Elly H. Bennett

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 1st day of February A.D. one thousand nine hundred and

For my record, the following appeared before me JOHN M. WALLACE and GLENN WALKER, Notaries Public, wife, LELAND B. SWANER and JUNE S. SWANER, his wife, and LEONARD H. BENNETT and EMILY H. BENNETT, his wife, the signers of the foregoing instrument, who duly acknowledged that they executed the same.

*John M. Wallace*  
Notary



My commission expires: January 16, 1953

Address: Salt Lake City, Utah

... this 1st day of February, 1949,  
... TRANSFER COMPANY, a Utah corporation,  
... at Salt Lake City, Utah,  
... CENTINENTAL NATIONAL BANK AND TRUST COMPANY OF  
... a national banking association, having its prin-  
... place of business at Salt Lake City, Utah, Mortgages,

W I T N E S S E T H :

THAT WHEREAS the Mortgagor is indebted to the Mort-  
... in the sum of Seventy-Five Thousand Dollars (\$75,000.00)  
... by the promissory note of the Mortgagor of even date  
... in words and figures as follows:

\$75,000.00

Salt Lake City, Utah  
February 1, 1949

... value received, CERTIFIED WAREHOUSE AND TRANSFER  
... Utah corporation, with its principal place of business  
... Utah, promises to pay to the order of THE  
... CENTINENTAL NATIONAL BANK AND TRUST COMPANY OF SALT LAKE CITY,  
... national banking association, with its principal place of busi-  
... at Salt Lake City, Utah, the sum of

SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)

... with interest from date at the rate of four and one-half  
... per annum, payable annually, on unpaid balances,  
... as follows:

- \$5,000.00, or more, plus interest, on or before the 31st day of January, 1950, and
- \$2,000.00, or more, plus interest, on or before the 31st day of January of each and every year hereafter, up to and including the year 1959, and the remaining balance
- ... of principal and interest on ... the 31st day of January, 1959,

... in lawful money of the United States ... of The Centinental National Bank ... in Salt Lake City, Utah, with

and interest, or any part thereof, shall remain unpaid for a period of thirty days after it becomes due, the holder of this note may, at its or his option, declare the entire unpaid balance of this note at once due and payable and may forthwith institute proceedings for the recovery of the same by law.

On failure to comply with any of the conditions, covenants or agreements contained in the mortgage given to secure this note, then the principal sum thereof, with accrued interest thereon, shall, at the option of the holder of this note, become due and payable and collectible without further notice.

In the event of any default in payment according to the terms of this note, the maker agrees to pay costs and expenses of collection, including a reasonable attorneys' fee.

CERTIFIED WAREHOUSE AND TRANSFER  
COMPANY

By /s/ L. S. Skaggs  
President

ATTEST:

/s/ T. B. Guthbert  
Secretary

CORPORATE SEAL

NOW, THEREFORE, for the purpose of securing the prompt payment of said note and the prompt performance of the obligations therein and herein contained, the Mortgagor, for valuable consideration, receipt whereof is hereby acknowledged, does hereby convey, warrant and mortgage unto the Mortgagee, its successors and assigns, the following described property in Salt Lake County, State of Utah, to-wit:

Beginning at a point North 0 deg. 03' 08" West 2630.91 feet; South 89 deg. 43' 42" West 80 feet; North 89 deg. 56' 20" West 980.44 feet; South 89 deg. 54' 40" West 502.93 feet; North 0 deg. 06' 20" West 53 feet; South 89 deg. 53' 40" West 64 feet from the City Monument at the intersection of 1700 West Street (Redwood Road) and 2100 South Street; which monument is about 29.74 feet South and 1 foot East of the Southeast corner of the Southwest Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Meridian and running thence North 0 deg. 06' 20" West 439 feet; thence South 89 deg. 53' 40" West 228 feet; thence South 0 deg. 06' 20" East 409 feet; thence North 89 deg. 53' 40" East 97 feet; thence South 0 deg. 06' 20" East 30 feet; thence North 89 deg. 53' 40" East 131 feet, more or less, to the point of beginning.

Together with rights of ingress and egress over, upon and across all roads and streets located within the area commonly known and described as The Remington Small Arms Plant

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FABIAN, GLENDENIN, MOFFAT & MABEY  
ATTORNEYS AT LAW  
CENTINENTAL BANK BUILDING  
SALT LAKE CITY, UTAH

property in Salt Lake City, Utah and which are necessary for the convenience, use and occupancy of the hereinbefore described real property.

Also together with the right to use, in common with others, the present main line railroad trackage and all extensions thereof located within the area commonly known and described as The Remington Small Arms Plant property in Salt Lake City, Utah and which are necessary for the convenience, use and occupancy of the hereinbefore described real property.

Together with all water rights, privileges and appurtenances thereunto belonging.

The Mortgagor particularly covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. To pay promptly all installments on the principal and interest of said note when due, and to pay before delinquency all taxes and assessments, water and electricity rates and other charges upon said premises and all taxes upon this mortgage or the indebtedness secured hereby, and to keep said premises from any lien or encumbrances other than this mortgage or renewal thereof.

2. To keep the buildings and improvements upon said premises in good condition and state of repair and insured for not less than Seventy-Five Thousand Dollars (\$75,000.00) for the benefit of the Mortgagee, its successors and assigns, with such insurance companies as it or they shall approve, and agrees that such insurance shall be made payable to said Mortgagee, its successors or assigns, who are empowered to collect the same and apply the

proceeds toward liquidating this indebtedness, or, at the option of the Mortgagee, toward repairing the buildings or improvements covered hereby, and to deliver such insurance policies to the Mortgagee upon request.

3. That if the Mortgagor shall fail to pay promptly all taxes, assessments, water rates and other charges, and insurance premiums, or keep said buildings and improvements in good condition and state of repair, the Mortgagee, its successors and assigns are authorized to cause the same to be done and all moneys expended for that purpose shall be secured hereby, become at once due and shall bear interest at the rate of 8% per annum until paid.

4. That the Mortgagor will repay upon demand all moneys expended by the Mortgagee, its successors or assigns in protecting the title and right to possession of said property and the priority of this mortgage and that all money so expended shall be secured hereby and bear interest at the rate of 8% per annum until paid.

5. That if default be made in any covenant contained herein or in any other mortgage, pledge or assignment securing the indebtedness hereby secured, or in the payment of any money hereby secured, or in the event said premises are left vacant so as to invalidate the insurance as respects this mortgage, or in the event of legal action to enforce any other lien or encumbrance against said property, or in the event of bankruptcy or receivership proceedings against the Mortgagor or an assignment for benefit of its creditors, the Mortgagee, its successors or assigns may declare the entire indebtedness forthwith due and foreclose this mortgage, and may enter upon the property, take and retain possession thereof, and collect all rents and profits thereof, the same being pledged as additional security for said indebtedness.

6. That if payment of the indebtedness secured hereby is extended by renewal notes or otherwise, such notes shall be secured hereby and subject to all the conditions of this mortgage.

7. To pay in advance the expenses required for the cancellation and release of this mortgage and to pay all costs, expenses and charges in connection with the enforcement or foreclosure of this mortgage, including a reasonable attorneys' fee.

8. That the failure to enforce or delay in enforcing any remedy herein provided, upon default, shall not be deemed a waiver of the right to enforce such remedy upon any subsequent default.

9. The mortgagor shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect, and agrees to permit the Mortgagee, its agent, successors and assigns, to enter upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same and ascertaining if the Mortgagor is complying with the requirements of this mortgage and no claim or action for damages or set-off by reason of or on account of such entry shall be made or allowed.

10. If suit is brought to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises pending foreclosure and redemption. In such suit there shall be included in the amount decreed to be paid Plaintiff and secured by this mortgage, the principal and interest and all moneys advanced for taxes, assessments, water rates, insurance and other purposes, or to remove liens, with interest thereon, at the rate of 8% per annum, and all costs and expenses incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Mortgagor has caused this

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FABIAN, GLENDENIN, MOFFAT & MABEY  
ATTORNEYS AT LAW  
CONTINENTAL BANK BUILDING  
SALT LAKE CITY, UTAH

instrument to be executed by its officers thereunto duly authorized  
the day and year first above written.

CERTIFIED WAREHOUSE AND TRANSFER  
COMPANY

By L. S. Skaggs  
President



T. B. Cuthbert  
Secretary

CORPORATE SEAL

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 1st day of February, 1949, personally appeared  
before me L. S. SKAGGS and T. B. CUTHBERT, who, being by me duly  
sworn, did say, each for himself, that he, the said L. S. Skaggs,  
is the President, and he, the said T. B. Cuthbert is the Secretary  
of Certified Warehouse and Transfer Company, a Utah corporation,  
and that the within and foregoing instrument was signed on behalf  
of said corporation by authority of a resolution of its Board of  
Directors, and said L. S. Skaggs and T. B. Cuthbert each duly ac-  
knowledged to me that said corporation executed the same and that  
the seal affixed is the seal of said corporation.



E. M. ...  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:

July 7, 1950