

5570
hereby sells, assigns, and transfers title and interest in and to that certain UNIFORM REAL ESTATE CONTRACTED dated Sept., 15th, 1931 between Joseph F. Quist Seller and Wm. P. Timmerman Buyer, covering purchase of property at 2323 Olympus Ave., S. L. C. Utah. And do hereby certify that the balance due and to become due on said contract as of October 10, 1931 is \$7,250.00 This assignment is given to secure the payment of a certain promissory note of even date, herewith, in the sum of \$800.00 payable in monthly installments of \$80.00 each, for five months and \$50.00 for remaining eight months.

WITNESS:
A. J. Jex
Dated October 10, 1931

(SIGNED)
J. F. Quist
Carrie M. Quist.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.
Subscribed and sworn to before me this 10th day of October, A. D. 1931.

My commission expires
6/8/32

JOSEPHINE BURKEY,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
JUNE 8, 1932.

Josephine Burkey
Notary Public, Salt Lake

Recorded at request of Peoples Finance & Thrift Co. Oct 17, 1931 at 10:00 A. M. in Book #95 of L & L Page 476 Recording fee paid 50¢ (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C L Schettler, Deputy (Reference: S-19-2-5.)

#884746 IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY,
STATE OF UTAH

UTAH ASSETS CORPORATION,
a Corporation,
Plaintiff,

LIS PENDENS

vs.
R. deYONGE, and CATHERINE
deYONGE, his wife,
Defendants.

Notice is hereby given that a suit has been commenced in the above entitled court by the plaintiff against the defendants, and is now pending.

The object and purpose of said suit is to foreclose a certain mortgage for \$600.00, executed and delivered to Zion's Savings Bank & Trust Company, a corporation, by the defendant Catherine deYonge, dated October 10, 1930, recorded October 11, 1930, in Book 77 of mortgages, page 473, in the office of the County Recorder of Salt Lake County, Utah, on and covering the real estate therein mentioned and described, which said mortgage was duly assigned to plaintiff by Assignment in writing dated September 26, 1931, duly acknowledged and recorded in the records aforesaid; and to foreclose the equity of redemption in and to said real estate which is situated in Salt Lake County, Utah, and described as follows, to-wit:

Commencing 3 rods West of the Northeast corner of Lot 4, Block 12, Plat "B", Salt Lake City Survey, and running thence South 25 feet; thence West 115.5 feet; thence North 25 feet; thence East 115.5 feet to the place of beginning. Also perpetual right of way over the East 3 rods of Lots 2, 3, 4 and 5, Block 12, Plat "B", Salt Lake City Survey.

Thomas & Thomas
Attorneys for Plaintiff

Recorded at request of Thomas & Thomas Oct 17, 1931 at 10:04 A. M. in Book #95 of L & L Page 476 Recording fee paid 70¢ (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C L Schettler, Deputy (Reference: C-33-48-16.)

#884753 Correct:
E. E. Holt
R. O. W. Agent.

Approved: Arthur W Deiste
State Engineer State Plant Superintendent

\$20.00 RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. TWENTY AND NO. 00 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, pole, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the following: beginning at a point 10.5 rods South from the Northeast corner of Lot 12, Block 40, Ten-Acre Plat A Big Field Survey and running thence West 20 rods thence South 5 rods, thence East 20 rods thence North 5 rods to point of beginning. County of Salt Lake and State of Utah and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, provided that the underground conduit, cable and pole shall be placed along the South line of the above described property; and that should it become necessary for said cable to be removed on account of the erection of new buildings or other property improvements the same shall be done by the Company at its own expense.

Said sum being received in full payment therefor.

Witness My hand and seal this 4th day of Sept A. D. 1931 at Salt Lake Ut.

(Postoffice Address)

Witnesses:
E. E. Holt

W. C. Burton (SEAL)

Land Owner)

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 4th day of Sept A. D. 1931, personally appeared before me W. C. Burton the signer of the within instrument, who duly acknowledged to me that he executed the same.

Law & Sheriff Salt Lake #887531 in 1931 #75 pp 576-7
Law & Sheriff Salt Lake #884746 in 1931 #92 pp 580-1

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Dated October 10, 1931

792608
May 15th 1934
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(SIGNED)
J. F. Quist
Carrie M. Quist.

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

Subscribed and sworn to before me this 10th day of October, A. D. 1931.

My commission expires
6/8/32

JOSEPHINE BURKEY,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
JUNE 8, 1932.

Josephine Burkey
Notary Public, Salt Lake

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ER
BQ

#684746 IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY,
STATE OF UTAH

UTAH ASSETS CORPORATION,
a corporation,
Plaintiff,

LIS PENDENS

vs.
R. deYONGE, and CATHERINE
deYONGE, his wife,
Defendants.

Notice is hereby given that a suit has been commenced in the above entitled court by the plaintiff against the defendants, and is now pending.

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Thomas & Thomas
Attorneys for Plaintiff

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ER
BQ

#684753 Correct:
E. E. Holt
R. O. W. Agent.

Approved:
Arthur W Deiste
State Engineer

Approved:
State Plant Superintendent

\$20.00 RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. TWENTY AND NO.00 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, pole, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the following: beginning at a point 10.5 rods South from the Northeast corner of Lot 12, Block 40, Ten-Acre Plat A Big Field Survey and running thence West 20 rods thence South 5 rods, thence East 20 rods thence North 5 rods to point of beginning. County of Salt Lake and State of Utah and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, provided that the underground conduit, cable and pole shall be placed along the South line of the above described property; and that should it become necessary for said cable to be removed on account of the erection of new buildings or other property improvements the same shall be done by the Company at its own expense.

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(Postoffice Address)

Witness:
E. E. Holt

W. C. Burton (SEAL)
Land Owner)

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On this 4th day of Sept A. D. 1931, personally appeared before me W. C. Burton the signer of the within instrument, who duly acknowledged to me that he executed the same.

Salmon 707757 m. Bk 109 pp 385 to Kupfers...
See Sheriff's Sale # 687501 in Bk # 95 pp 576-7
See Sheriff's Sale # 687501 in Bk # 95 pp 580-1

E. E. HOLT,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
NOV. 12, 1932.

E. E. Holt
Notary Public:

Recorded at request of E. E. Holt Oct. 17, 1931 at 10:36 A. M. in Book #95 of L & L Pages 476-77 Recording Fee paid 90¢ (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Lorcine M Rich, Deputy (Reference: 0-28-182-44.)

ER
9/24
#684756

KIMBALL & RICHARDS
"LAND MERCHANTS"

KIMBALL & RICHARDS KIMBALL & RICHARDS
SECURITIES CO. BUILDING CO.

This Agreement, made in duplicate this 24th day of June, 1924, by and between CHARLES R. CLINTON of Salt Lake City, Utah, "the seller," and W. H. HARDMAN, Jr., of Salt Lake City, Utah, "the buyer," WITNESSETH: That "the seller," in consideration of the covenants and agreements on the part of "the buyer" hereinafter contained, agrees to sell and convey to "the buyer" and "the buyer" agrees to buy the following described premises situated in the County of Salt Lake, State of Utah, to-wit:

All of Lots ninety-three (93) and ninety-four (94), Block one (1), in SOUTHGATE PARK PLAT "A", according to the official plat thereof now on file and of record in Book "F" of Plats, at page 87, records of said County, together with all improvements thereon, for the sum and purchase price of Twenty-two Hundred and 00/100 Dollars (\$2200.00) payable at the office of "the seller," strictly within the following times, to-wit: One Hundred and 00/100 Dollars (\$100.00) upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged, and Twenty-three and 00/100 Dollars (\$23.00) or more payable on or before the 25th day of July, 1924, and Twenty-three and 00/100 Dollars (\$23.00) or more on or before the 25th day of each and every month thereafter, until the full purchase price above stated shall have been paid in full, together with interest on all unpaid portions of the purchase price at the rate of seven per cent per annum from date, said interest being payable monthly. Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal of the purchase price.

"The buyer" further agrees, upon written request from "the seller," to make application to any reliable Building Society, for a loan of such amount as can be procured under the regulations of said Society, and hereby agrees to apply any amount so received upon the purchase price above mentioned, and execute the papers required, and pay the expenses necessary in obtaining said loan.

The Seller is hereby given the option to execute and maintain a loan secured by a mortgage on the above premises to a reasonable amount and bearing a reasonable rate of interest.

It is mutually agreed that "the seller" excepts and reserves from the above described land to himself, his successors and assigns, the right to enter upon, erect, construct, maintain and operate telephone, telegraph and electric light and power poles, wires, cables, lines, water pipes and conduits, in, upon, over, along, across a strip five feet in width along the entire rear line of said lots.

And "the buyer" does hereby covenant and agree with "the seller," his successors and assigns, and with each and every purchaser and owner of lots in the above mentioned subdivision, that he, "the buyer," his heirs, successors and assigns, will not erect or permit to be erected on the lots above described and purchased by him, any building or construction within fifty feet of the street front line of said lots which will cost less than one Thousand and 00/100 Dollars, or any barn or outhouse within sixty feet of the said street front line.

"The buyer" agrees 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 buyer" agrees to pay all taxes and assessments of every kind and nature which are and which may be assessed, and which may become due on the premises during the life of this agreement, and to keep all insurable buildings and improvements on said premises insured in a company acceptable to "the seller" in a sum of not less than Fifteen Hundred and 00/100 Dollars, and to assign said insurance to "the seller" as its interest may appear. Said "buyer" agrees to pay taxes after the year 1923.

In the event the buyer shall default in the payment of any special or general taxes, assessments and insurance premiums as hereinbefore provided for, then in that event "the seller" may, at his option, pay said taxes, assessments and insurance premiums, or either of them, and in the event "the seller" 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 the said sums at the rate of one per cent per month until paid. "The buyer" agrees to pay all costs and expenses that may arise from enforcing this agreement, including a reasonable attorney's fee.

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 thirty days thereafter, "the seller" shall 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 the 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.

"The seller" on receiving such payments at the times and in the manner above mentioned agrees to execute and deliver to "the buyer" or assigns, a good and sufficient deed, conveying the title to the above described premises free and clear of all incumbrances and to furnish an abstract of title to said premises.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

In duplicate in the presence of:

Mrs. JWC Miller

Charles R Clinton
"The Seller."
William Henry, Hardman Jr.
Edna Parents Hardman.