

business under the name of The Granite Teachers Association, Plaintiff, against National Security Corporation, a corporation, Defendant, attested on the 16th day of September, 1934, by which I was commanded to sell the property hereinafter described to make the sum of \$1594.57, with interest, costs and sheriff's fees, amounting in all to the sum of \$1614.92, to satisfy the judgment in said action, all as more fully appears by the said Order, reference thereto being hereby made. I did after due and legal notice on the 17th day of September, 1934, at ten o'clock, A.M., of said day at the west front door of the County Court House, Salt Lake County, Utah, duly sell at public auction, according to law and the said Order, to I. W. Hillam, for the benefit of himself and others operating and doing business under the name of The Granite Teachers Association, for the sum of \$1614.92, lawful money of the United States, which was the highest bid made and the whole price paid therefor, all the right, title, claim and interest, owned by said Defendant, to said property described as follows, to-wit:

A certain security consisting of a first mortgage promissory note and real estate mortgage for \$2500.00 both executed and delivered by Henry F. Eccles and Eila Eccles to the defendant, National Security Corporation on or about January 9, 1930 and thereafter on or about January 11, 1930 said mortgage having been recorded in the Salt Lake County Recorder's office in the State of Utah in Book 66 of Mortgages at pages 220-21.

Dated at Salt Lake City, Utah, this 17th day of September, 1934.  
S. GRANT YOUNG, SHERIFF OF SALT LAKE COUNTY, STATE OF UTAH.

Heber G Taylor  
Deputy.

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On this 17th day of September, 1934, before me, Hazel T. Chase, a Notary Public in and for the State of Utah, residing at Salt Lake City, Utah, personally appeared Heber G. Taylor, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

HAZEL T. CHASE,  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JAN 20, 1937.  
STATE OF UTAH.

Hazel T. Chase  
Notary Public  
residing at Salt Lake City, Utah.

Recorded at the request of Gaylen S. Young, Sept. 17, 1934 at 4:40 P.M. In Bk. #125 of L&L. Pages 559-60. Recording fee paid \$1.10 (Signed) Helen F. Reiser, Recorder Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: S-28-135-15.)

#744224

AFFIDAVIT

STATE OF UTAH }  
County of Salt Lake } ss.

CARRIE M. QUIST being on oath duly sworn deposes and says:

That I am a citizen of the United States and over the age of 21 years; and  
That the Charles C. Nielson Grantee in that certain PATENT filed February 8th, 1876, in Book "K" of Deeds, pages 248-9, was my Grandfather and I know of my own knowledge that he was one and the same party as the Carl C. Neilson, grantor in that certain warranty deed recorded March 17th, 1879, in Book "N" of Deeds at pages 749-50.

This Affidavit is given for the purpose of identifying the Charles C. Nielson mentioned above and the Carl C. Neilson mentioned above as being the same man.

Further affiant sayeth not.  
DATED this 18th day of September, 1934.

SUBSCRIBED and sworn to before me on this 19th day of September, A. D. 1934.  
Carrie M Quist.

My Commission Expires: 11-15-36.

H. D. HENAGER  
NOTARY PUBLIC  
COMMISSION EXPIRES  
NOV. 15, 1936  
SALT LAKE CITY, STATE OF UTAH

H. D. Henager  
Notary Public, Residing at  
Salt Lake City, Utah

Recorded at request of TRACY LOAN & TRUST CO. Sept. 20, 1934 at 9:00 A. M. in Book #125 of L & L. Page 560. Recording fee paid 70¢. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah, by C L Schettler, Deputy. (Reference:-- D-31, 19, 5. Misc. Index #3.)

#744227

EASEMENT AGREEMENT.

THIS AGREEMENT, made and entered into this 6th day of September, 1934, by and between Louis Schank and Jennie Schank, his wife, of Salt Lake City, Utah, first parties, and Miller Ditch Company, a corporation, second party,

WITNESSETH:

THAT WHEREAS, on the 13th day of May, 1898, D. B. Brinton sold to second party the water from certain springs situated in what was designated as his pasture, said spring being situated in the northeast quarter of the northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and granted to said second party a right of way for carrying said water from said springs off of said land, which said grant is recorded in the office of the County Recorder of Salt Lake County, State of Utah, in Book B of Water Claims at page 37; and

WHEREAS, second party has heretofore constructed a concrete tank or cistern for the collection of said water and has constructed and maintained a covered pipe line extending northwesterly from said tank or cistern across and off of the land formally owned by the said D. B. Brinton and now owned by said first party; and

WHEREAS, second party desires to change the location of its easement, and to construct along such new location a pipe line for carrying water from said tank or cistern across and off of said land of first party.

NOW THEREFORE, in consideration of the sum of \$200.00 paid by second party to first parties, receipt whereof is hereby acknowledged and of the transfer by second party to first parties, of 10 shares of stock of the Big Ditch Irrigation Company, first parties do hereby give and grant unto second party, its successors and assigns, a perpetual right of way for the construction and maintenance of a covered pipe extending from said tank or cistern across the land of first parties, on the location of the center line of which is as follows:

Beginning at the West end of said tank or cistern which point is South 683.3 feet and South 89° 45' West 667.06 feet and South 20° 41' East 314.4 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 84° 54' West 680 feet, thence North 57° 17' West 279.3 feet more or less to the center of Highland Drive.

And in consideration hereof the second party does hereby release, abandon, and quit-claim to first parties the easement or right of way which has heretofore extended across said property and agrees the pipe in its new location shall be laid at least 3 1/2 feet below the surface, and that in event of damage to the property of first parties by the escape of water from said pipe line in the future that second party will compensate first parties for such damage.

IN WITNESS WHEREOF, first parties have signed their names and second party has caused these presents to be executed by its duly authorized officers the day and year first above written.

Louis Schank.  
Jennie B. Schank  
FIRST PARTIES.  
MILLER DITCH COMPANY  
By: Alan M Cornwall  
SECOND PARTY.

ATTEST:  
S A Cornwall  
CLERK.

MILLER DITCH COMPANY  
INCORPORATED 1911  
MILL CHURCH, UTAH.

#157 of Liens & Leases

purpose of constructing thereon an irrigation ditch:

A strip of land 8 ft. wide along part of the east end of the grantors' land in the NW 1/4 of SW 1/4 of Section 13, T. 3 S., R. 1 W., S. L. B. & M. Said strip of land is parallel to and adjacent westerly to the easterly line of said grantors' land between Engineers' Stations 106/30 and 2/38 of the survey of F.A. Project No. 119-G and contains 0.093 acre.

After said ditch is relocated on above described premises at the expense of Licensee, said Licensee is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation ditch or appurtenant parts thereof.

Witness the hand of said grantor, this 20th day of November, 1935.

WITNESS: F. B. Stillman  
V.P.B. 7/25/35  
F.B.S. 8/2/35

Ethel Smith

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS:

On the 20th day of November, A.D., 1935, personally appeared before me Ethel Smith, the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires  
Nov. 17, 1939.

F. B. STILLMAN,  
NOTARY PUBLIC  
COMMISSION EXPIRES  
NOV. 17, 1939

F. B. Stillman  
NOTARY PUBLIC

SALT LAKE CITY, STATE OF UTAH.

Recorded at the request of State of Utah, January 9, 1936, at 9:32 A.M., in Book #157 of Liens & Leases, Pages 193-194. No recording fee paid. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: B-15, 61, 42.)

#773979

97-C-25 AE

E A S E M E N T

Zions Savings Bank and Trust Company, grantor of Salt Lake, County of Salt Lake, State of Utah, hereby license and permit the State Road Commission of Utah, Licensee, for the sum of One hundred \$0/100 Dollars to use the following described premises situated upon the grantor's land in Salt Lake County, Utah, for the purpose of constructing thereon an irrigation pipe line:

A strip of land 5 ft. wide, across the northerly end of the grantor's land in the NW 1/4 of NW 1/4 of Section 22, T. 1 S., R. 1 E., S. L. B. & M. Said strip is adjacent southerly to the south right of way line of W.P.M. Project No. 37-C and extends between Engineers' Stations 159/06.74 and 159/04.62 of the survey of said project, containing 0.008 acre.

The Licensee hereby agree that they will furnish all material and perform all labor necessary for the construction of said pipe line; provide a suitable irrigation outlet in said pipe line, said outlet to be so located as to best serve the grantor; carefully remove all lawn sod and replace the same; properly backfill all trenching and dispose of all waste excavation materials; make adjustments necessary with the sprinkling system so that it will operate with the same efficiency.

It is understood that the maintenance of this irrigation pipe line will not be at the expense of grantor. It is also understood that the pipe line will be made large enough to handle the full flow of irrigation water.

Witness the hand of said grantor, this Seventh day of September, 1935.

WITNESS: Willard R Smith

SEA: ZION'S SAVINGS BANK & TRUST COMPANY,  
ESTABLISHED AUG. 8, 1873,  
INCORPORATED JULY 31, 1933.

Zions Savings Bank & Trust Co.  
Geo Spencer Vice President  
State Road Commission of Utah  
H. S. Kerr  
Right of Way Engineer

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS:

On the 7th day of September, A.D., 1935, personally appeared before me George Spencer, Vice President of Zion's Savings Bank & Trust Company, the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires  
June 8, 1939

SEA: H. S. KERR  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JUNE 8, 1939  
SALT LAKE CITY, STATE OF UTAH

H. S. Kerr  
Notary Public

Recorded at the request of State of Utah, January 9, 1936, at 3:33 A.M., in Book #157 of Liens & Leases, Page 194. No recording fee paid. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: B-32, 50, 6.)

#773980

131-B-2-E-1

E A S E M E N T

Louis Schank and Jennie B. Schank his wife, Grantors of Holladay, County of Salt Lake, State of Utah, hereby license and permits the State Road Commission, Licensee, for the sum of One and 00/100 Dollars to use the following described premises situated upon the grantor's land in Salt Lake County, Utah, for the purpose of constructing thereon a fill slope for sidewalk.

A strip of said grantor's land in the NE 1/4 of Section 9, T. 2 S., R. 1 E., S. L. B. & M. Said strip of land is adjacent westerly to the easterly right of way line of W.P.M.S. Project No. 131-B. Said strip of land is 10 ft. wide between Engineers' Stations 179/00 and 189/00 and 5 ft. wide between Engineers' Stations 189/00 and 194/00 and contains 0.262 acre.

Witness the hands of said grantors, this 14th day of November, 1935.

WITNESS: H. S. Kerr, (H.S. Kerr,)

Louis Schank  
Jennie B. Schank

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS:

On the 25th day of November, A. D., 1935 personally appeared before me Louis Schank and Jennie B. Schank the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires  
June 8, 1939.

SEA: H. S. KERR  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JUNE 8, 1939  
SALT LAKE CITY, STATE OF UTAH

H. S. Kerr,  
Notary Public,