

1171556

Recorded at Request of Bathyan Home Builders SEP 20 1949  
at 1230 P.M. Fee paid \$ 4.90 159 East 2nd St.  
Hazel Taggart Chase, Recorder Salt Lake County, Utah  
George W. Lund Dep. Book 707 Page 534 Ref. 047-123-27 + 28

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INDENTURE

This indenture made this 16 day of September, 1949, between FRED KERKMAN, and LOUISE B. KERKMAN, his wife, of the County of Salt Lake, State of Utah, Parties of the First Part, and A. C. CALDWELL, of the County of Salt Lake, State of Utah, Party of the Second Part,

WITNESSETH:

That the parties of the first part, for and in consideration of One Thousand One Hundred and Fifty (\$1,150.00) Dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, and sell and convey to the party of the second part, his heirs and assigns, forever, all that tract or parcel of land situate in the County of Salt Lake, State of Utah, described as follows, to wit:

*At Loc 13-Block 6-5-A-C-A*



Commencing 396.9 feet east of the northwest corner of Lot 13, Block 6, Five Acre Plat "A", Salt Lake City Survey and running thence south 132 feet; thence west 20 feet; thence north 132 feet; thence east 20 feet to the place of beginning, reserving unto the parties of the first part and their assigns a perpetual right of way over all the land herewith conveyed.



Together with the perpetual right of way over the following described property: Beginning 66 feet east and 155.10 feet north of the southwest corner of Lot 13, Block 6, Five Acre Plat "A", Salt Lake City Survey; and running thence east 330.9 feet; thence north 1 1/2 feet; thence west 330.9 feet; thence south 1 1/2 feet to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all their estate, right, title and interest, at law and in equity therein or thereto.

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the party of the second part, his heirs and assigns, forever.

And the parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, his heirs and assigns, that they are well seized in



fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances; and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the parties of the first part will warrant and defend.

And Fred Kerkman and Louise B. Kerkman, his wife, parties of the first part, hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption under or by virtue of any and all statutes of the State of Utah, providing for the exemption of homesteads from sale on execution or otherwise, <sup>or is</sup> and expressly agree that the party of the second part may construct and operate a show room and garage upon and south of the south boundary line of the easement herein conveyed.

Both parties hereto hereby agree never to construct buildings on or over the land herein conveyed or right of way herein granted and further agree that upon demand of either, the other will share fifty-fifty the expenses, if any of installing and establishing a water drain on the said one and one-half foot right of way.

Party of the second part hereby agrees that in the event that he shall construct a garage and show room on the south side of the  $1\frac{1}{2}$  foot right of way herein described, that the bottom of the window sills installed at the north side of said garage shall not be commenced less than eight feet from the ground, excepting show room windows, which shall not be restricted.

If the parties of the first part, their heirs and assigns, construct residences or a tourist camp along a line four (4) feet north of the said south boundary line, or a commercial building along the line one and one-half ( $1\frac{1}{2}$ ) feet north of said south boundary line of Lot 13, Block 6, Five Acre Plat "A", Salt Lake City Survey, and if the noise or odors from said garage annoy parties of the first part or their assigns, then, and in that event, upon the request of the parties

of the first part, the party of the second part will close the windows on the north side of his said building, and in the event that thereafter the noise and odors persist to the annoyance of the parties of the first part or their assigns, party of the second part at his own expense will close said windows with either glass blocks or cinder blocks.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

Fred Kerkman

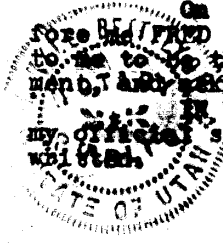
Louise B. Kerkman  
Parties of the First Part

A. C. Caldwell  
Party of the Second Part

Witness: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 20 day of September, 1949, personally appeared before me FRED KERKMAN and LOUISE B. KERKMAN, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



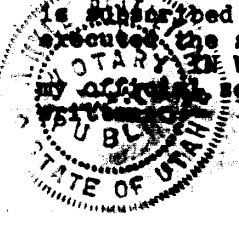
A. C. Caldwell  
NOTARY PUBLIC, Residing  
at Salt Lake City, Utah

My commission expires:

Oct 16, 1954

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 20 day of September, 1949, personally appeared before me A. C. CALDWELL, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



A. C. Caldwell  
NOTARY PUBLIC, Residing  
at Salt Lake City, Utah

My commission expires:

Oct 16, 1954