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Recorded at Request of J. B. Bradley

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PMM 2295

BY J. E. Johnson Dep.

Cornelia S. Lund, Recorder S. L. County, Utah.

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SPECIAL WARRANTY DEED

THE FEDERAL LAND BANK OF BERKELEY, a corporation, Grantor, with a principal place of business in the City of Berkeley, State of California, hereby CONVEYS and WARRANTS to

WILLIAM EVAN WATSON and MARY FELLER WATSON, his wife, as Joint Tenants

Grantee, of Box 722, Riverton, Utah

in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the following

described land in Salt Lake County, State of Utah:

Beginning at a point 6 rods South of the Northeast corner of Section 27, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 100 rods; thence North 86 rods; thence East 80 rods; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence East 40 rods; thence South 86 rods to the place of beginning; containing 91 acres, more or less.

EXCEPTING THEREFROM that portion thereof included within the following described strip of land: Beginning 99 feet South and 440.6 feet East from the Southwest corner of the Southeast quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being on the South line of the land hereinabove described, and on the center line of canal; thence a strip of land 7 rods wide extending 2 rods to the right and 1 rod to the left from the center line of canal, described as follows: North 86° 40' West 340 feet; thence North 25° 30' West 551.8 feet, to the quarter section line; containing 1.01 acres, more or less.

ALSO, EXCEPTING THEREFROM right of way for highway known as F.A.S. Project No. 102-A across the land in the Southwest quarter of the Southeast quarter of Section 22 and the Northwest quarter of the Northeast quarter of Section 27, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said right of way is contained within a parcel of land bounded on the Southwesterly side by a line parallel to and 70 feet distant Southwesterly from the center line of survey of said project. Said parcel is also bounded on the Northeasterly side, from the North boundary line of said Southwest quarter of Southeast quarter of Section 22 (Engineer's Station 157+24) to Engineer's Station 159+50, by a line parallel to and 50 feet distant Northeasterly from said center line of survey; thence by a straight line to a point 70 feet perpendicularly distant Northeasterly from said center line at Engineer's Station 160+50; thence by a straight line to a point 50 feet perpendicularly distant Northeasterly from said center line at Engineer's Station 161+50; thence by a line parallel to and 50 feet distant Northeasterly from said center line to the South boundary line of said land (Engineer's Station 172+32). Said center line is described as follows: Beginning at the intersection of said North boundary line of the Southwest quarter of the Southeast quarter of Section 22 and said center line of survey at Engineer's Station 157+24, which point is 1327 feet North and 71 feet East from the South quarter corner of said Section 22; thence South 19° 36' East, 1508 feet, to the intersection of said center line of survey at Engineer's Station 172+32 and the South boundary line of said land, which point is 99 feet South and 576 feet East from the North quarter corner of said Section 27, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 4.20 acres, of which 0.36 acre is now occupied by the existing highway. Balance 3.84 acres.

ALSO, EXCEPTING THEREFROM an easement to use the following described premises situated upon the land in the Southwest quarter of the Southeast quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Meridian in Salt Lake County, Utah, for the purpose of constructing thereon an access road and appurtenant parts thereof: A strip of land, 50 feet wide, adjoining the Northeasterly right of way line of highway known as F. A. S. Project No. 102-A, the center line of said strip of land being described as follows: Beginning at a point on said Northeasterly right of way line which point is 50 feet perpendicularly distant Northeasterly from the center line of survey of said project at Engineer's Station 168+51, said point being also 277 feet North and 496 feet East from the Southwest corner of said Section 22; thence Easterly 82.4 feet along the arc of a 50 foot radius curve to the right (Note: Tangent to said curve at the point of beginning bears North 80° 18' East); thence South 4° 16' East, 110.5 feet. The above described strip of land contains 0.22 acre, of which 0.04 acre is now occupied by the existing highway, balance 0.18 acre.

Together with 5 shares full water right stock, Riverton District of the Utah Lake Distributing Company, and 5 shares of full water right stock, Welby District, Jordan Division, Provo Reservoir Water Users Company.

15

Reserving and excepting unto the Grantor, its successors or assigns forever, an undivided one-half interest in and to all oil, gas, petroleum, sulphur, other hydrocarbon substances and minerals of whatever kind and nature in, upon or beneath the property hereinabove described, together with the right of entry and other rights, including all rights of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and the full enjoyment of the Grantor's interest herein reserved. The respective parties may conduct said operations jointly and severally, and each shall be entitled to one-half of the net income resulting from such joint and several commercial operations, less all obligations incurred by either party in connection therewith have first been paid from the gross income, whereupon, each party shall have an undivided one-half interest in and to all physically removeable capital investments and an equal right to the use and benefit of all other capital investments. Until each party is reimbursed, their respective legal interests in and to physically removeable capital investments shall be in ratio to the amount expended therefor by each party.

SUBJECT to easements and rights of way now existing or reserved.

GRANTOR warrants title to above property only against all acts of itself.

TO HAVE AND TO HOLD to said Grantee, & to the SURVIVOR of them, and to the heirs and assigns of such survivor.

IN WITNESS WHEREOF, THE FEDERAL LAND BANK OF BERKELEY has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its proper officers thereunder duly authorized June 26, 1941, 1941.



FEDERAL LAND BANK OF BERKELEY
Assistant Vice-President
Assistant Secretary

STATE OF CALIFORNIA
County of Alameda

On the 21st day of July, 1941, personally appeared before me
W. H. WOLFE, who, being by me duly sworn, did say that he is the Assistant Vice-President of The Federal Land Bank of Berkeley, and on said date personally appeared before me
F. S. BALDWIN, who, being by me duly sworn, did say that he is the Assistant Secretary of said Bank; and said persons did say that said instrument was signed in behalf of said Corporation by authority of its by-laws, and said
W. H. WOLFE and F. S. BALDWIN
acknowledged that they are the Corporation officers named in this.



W. H. Wolfe
Notary Public in and for Alameda County, California
Residing in Oakland, California

9455

...the following described strip ... of the ... and ... and at ... as follows North ... horizon line;

... 150 feet across ... and the North- ... Range 1 West, ... parcel of land ... Northeastly ... Southeast ... Station 18040, by a ... center line of survey; ... Northeastly from ... straight line to a point 50 ... Engineer's Station ... from said center ... Station 17040. ... boundary line ... center line of ... East ... 150 feet ... the ... from ... Above described ... the existing ... situated ... survey of ... and ...

...shall have the estate, title and interest, hereunto or other claim or demand, as well in law as in equity, which...

...together with all and singular the privileges, appurtenances, tenements, hereditaments, and other things in anywise appertaining or usually enjoyed with said premises, or any part thereof, and the proceeds and products thereof and the rents, issues and profits thereof...

...of the Mortgagee shall pay to the Bank, or its assigns, an indebtedness evidenced by a certain promissory note dated March 21, 1950...

...THE MORTGAGEE COVENANTS AND AGREES WITH THE BANK: (1) ASSIGNMENT OF ROYALTIES AND DAMAGES-That they do hereby assign and transfer, as additional security to the Bank...

- (2) PLEDGE OF STOCK-That they do hereby pledge or assign to the Bank as security for the performance of all the obligations secured by this mortgage the following shares of stock or contract: 5 shares full water right stock, Riverton District of the Utah Lake Distributing Company...

and if default be made in the performance of any such obligations secured, the Bank is authorized and empowered to sell said shares or contract, or any other shares or contract to which it may be entitled under the terms of this mortgage...

- (3) PUMPING EQUIPMENT-That any pump, pumping plant, pumping equipment or irrigation pipe now installed or located on said property, or hereafter to be installed or located thereon, is hereby declared to be part of the real property described in this mortgage and subject hereon...

- (4) WARRANTY-That they warrant and represent that the title hereby conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to said premises, and the water rights therein, to the said Bank, its successors and assigns...

- (5) CARE OF PREMISES-That they do hereby covenant, during the existence of this mortgage, they will farm, cultivate, care for, and improve said premises in a proper and reasonable manner; that they will not remove, remove, or suffer waste on the premises; that they will not remove, remove, graft, top, or otherwise alter any heretofore or hereafter planted trees, vines, or shrubs planted upon the premises for a commercial purpose...

- (6) FORECLOSURE OR LIEN-That, in the event of the breach of any of the covenants in covenant (5) hereof, or in the event of a default in the payment of any debt hereby secured, the Bank may, whether or not it exercises its option to accelerate, enter upon and take possession of, now, here, maintain and operate said premises, and shall have all of the rights of a "mortgagee in possession"...

- (7) IMPROVEMENTS-That the Bank, or its duly authorized agent, shall at all times have the right to enter upon and improve said premises...

...of the Mortgagee shall pay to the Bank, or its assigns, an indebtedness evidenced by a certain promissory note dated March 21, 1950...

(11) LITIGATION—CONDEMNATION AWARDS—That if during the existence of this mortgage there be commenced any action affecting the validity or the validity of the note described herein, or should there be commenced or pending any action affecting said premises or any part thereof, or the title therein, they will appear and defend such action in their behalf and in behalf of said Bank, and the Bank may appear or intervene in any such action and retain counsel therein and defend the same or take such action therein as the Bank shall judge to be proper, and for any of said purposes, as well as for the purpose of establishing, protecting or taking preliminary steps towards enforcing its lien on the land and improvements offered as security, may at its option pay and expend such sums of money as it may consider necessary, and any sums so paid shall be deemed advances under the terms hereof; that any award to which the Mortgagees may be or become entitled in any condemnation proceedings affecting said premises shall be made payable to said Bank at its option and when paid to said Bank shall be credited at its option upon the unpaid balance of the note or notes herein described, or upon any other indebtedness due under said note or notes and mortgage;

(12) ADVANCES—That any and all advances made by the Bank under the terms hereof shall be a part of the debt secured hereby for which the Bank shall have a lien hereunder, and without notice or demand, shall be immediately repayable, with interest at the rate provided for in the note first described herein for interest on defaulted payments from date advance is made; that in case of foreclosure, the Bank may make advances at any time prior to judgment, which, together with interest thereon as herein provided, may be included in the judgment;

(13) ACCELERATION—That in case of the failure of the Mortgagees to carry out and perform any of the conditions, agreements or covenants of this mortgage, or of the note or notes secured hereby, then the whole indebtedness hereby secured shall, at the option of the Bank, without notice to the Mortgagees, become due and payable forthwith and the Bank may thereupon enforce payment thereof in a suit at law, by foreclosure of this mortgage, or as otherwise herein provided;

(14) COSTS—ATTORNEY'S FEES—EXPENSES—That in case of institution of suit to foreclose this mortgage, all sums paid by the Bank for the protection of its mortgage lien, including costs, legal expenses and a reasonable attorney's fee to be fixed by the Court, shall be deemed part of the debt secured by this mortgage, and the plaintiff in said suit shall be entitled to the appointment of a receiver of said mortgaged property to take possession of same and collect the rents, issues, and profits thereof pending foreclosure proceedings and up to the time of redemption or issuance of sheriff's deed;

(15) SALE IN ONE PARCEL—That in case of foreclosure of this mortgage, the security, including water stock and water rights, may be sold as a whole and said Bank may become a purchaser;

(16) SATISFACTION OF MORTGAGE—That upon full payment of this loan, as herein provided, the Mortgagees shall be entitled to a properly executed release or satisfaction of this mortgage;

(17) ACCEPTANCE OF PAYMENT NOT WAIVER—That the acceptance by the Bank of any payment on the indebtedness hereby secured shall not operate as a waiver by the Bank of any prior default by the Mortgagees;

(18) WAIVER AND CONSENT—That the Mortgagees expressly waive all statutes of limitation and the benefit of all exemption, homestead and similar statutes which might otherwise be available to them, and consent to any and all extensions, deferments or reamortizations of all or any part of the indebtedness hereby secured;

(19) ACCELERATION IN EVENT OF SALE OF THE PREMISES—Mortgagees expressly covenant and agree that should said premises, or any portion or portions thereof, be sold without the written consent of the Bank, the Bank may, at its option, declare the indebtedness hereby secured to be and become immediately due and payable without notice to the Mortgagees and in default of payment thereof the Bank may exercise any and all of its rights as herein provided.

(20) JOINT AND SEVERAL LIABILITY—SUCCESSORS—ALL AND SINGULAR—That the covenants and agreements herein contained shall be construed to be the joint and several covenants and agreements of all persons who sign this mortgage and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Wherever susceptible to such interpretation, all sentences and phrases using either "and" or "or" shall be interpreted as though "all and singular" was incorporated therein;

IN WITNESS WHEREOF, the Mortgagees have set their hands..... June 25, 1941

Address: Box 722, Riverton, Utah

William E. Watson
William Evan Watson

Box 722, Riverton, Utah.

Mary F. Watson
Mary Feller Watson

**William E. Watson*
WILLIAM EVAN WATSON
**Mary Feller Watson*
Mary Feller Watson

STATE OF UTAH,
County of SALT LAKE } ss.

On OCTOBER 18, 1941, personally appeared before me,

WILLIAM EVAN WATSON and MARY FELLER WATSON, his wife
the signers of the above instrument, who duly acknowledged to me that they executed the same.

In presence of me, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



W. E. Watson
Notary Public, in and for said County, State of Utah
Salt Lake City, Utah.
Residence

My commission will expire:
Mar. 26, 1945.

