

incurred and shall be secured by this contract.

The buyer agrees upon written request from the seller to make application to a reliable Building and Loan Society for a loan of such amount that can be procured under the regulations of the said society; and hereby agrees to apply any amount so received on the purchase price herein and that he will execute the papers required and pay the expenses necessary to obtain the said loan.

Said buyer is entitled to the possession of said premises and may so continue unless forfeited by the nonpayment of the purchase money, or any installments thereof or interest or any other payments as herein stipulated. On failure of said buyer his heirs, administrators, executors, successors, or assigns to make any of the payments of said principal or interest taxes or assessments or insurance premiums or charges when due, time being of the essence of this contract, or on failure to comply with this agreement in any other respect all payments made under this contract may, at the option of the seller, become forfeited to the seller and be retained and settled as liquidated damages; the parties hereto agreeing that it is impossible to estimate the actual damages, and thereupon the seller shall be released from all obligation in law and equity to convey said property and the buyer shall forfeit all right thereto and shall immediately deliver up possession of said land, together with all improvements and additions made thereon, and the property including said additions and improvements shall remain with the land and become the property of the seller, the said buyer becoming at once mere tenant at will of said seller.

Should suit be brought to enforce this agreement said buyer agrees to pay a reasonable attorney's fee.

The parties hereto hereby bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this contract.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seal the day and year first above written.

In presence of
John R Revill

W. J. Murray,
Notary Public
San Mateo Co., Cal.
Eureka SEAL

Gertrude Tucker
E G Tucker
Anna Nelms

State of Utah,)
County of Salt Lake) ss.

On the 29th day of July A. D. 1924, personally appeared before me ANNA NELMS the signer of the within instrument, who duly acknowledged to me that she executed the same.

My commission expires
June 3, 1924.

Laura B. Gibson,
Notary Public
Sandy-State of Utah.
Commission Expires
June 3, 1928 SEAL

Laura B. Gibson
Notary Public

Recorded at the request of Anna Nelms, July 29, 1924, at 1:55 P. M. in Bk. 3-T of L & L. Pages 597-98. Recording fee paid \$1.70. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, By Zina W. Cummings, Deputy. S-16-107-20.

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EASEMENT.

DISTINCTIVE HOME BUILDERS COMPANY, a corporation, of Salt Lake County, State of Utah, the owner of the following described tract of land situated in Salt Lake County, State of Utah, to-wit:
Commencing at a point 120 feet North and 33 feet East of the Southwest corner of Lot 1, Block 3, Five Acre Plat "A", Big Field Survey, and running thence North 83.1 feet; thence East 148 1/2 feet; thence South 83.1 feet; thence West 148 1/2 feet; to the place of beginning.
hereby establishes an easement for the sewer lateral through said premises at a point commencing 33 feet East and 160.1 feet North of the Southwest corner of said lot, and running thence North 2 feet; thence East 148.5 feet; thence South 2 feet; thence West 148.5 feet to the place of beginning for the use of the buildings situated directly North and South of said line; such easement to be appurtenant to and run with the land of each tract North and South of said easement and be binding upon his grantees, each party to bear and pay his proportionate share for the maintenance and repair of the connection whether the expenditure, maintenance or repair is or becomes necessary upon his own premises or upon the premises with which he is connected.

IN WITNESS WHEREOF said corporation has caused its name and seal to be hereunto affixed by its duly authorized officers this 21st day of July, 1924.

Distinctive Home Builders Company,
Utah. SEAL
Incorporated Apr. 12, 1924.

DISTINCTIVE HOME BUILDERS CO.
by Wm E Nelson
Vice-President.
Attest: Milton V. Backman
Secretary-Treasurer

STATE OF UTAH,)
County of Salt Lake,) ss.

On the twenty-first day of July, A. D. 1924, personally appeared before me William E. Nelson and Milton V. Backman, who being duly sworn on oath say that they are the Vice-President and Secretary respectively of Distinctive Home Builders Company, a corporation, and that the above instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said William E. Nelson and Milton V. Backman acknowledged to me that said corporation executed the same.

My commission expires
Feb. 8, 1925.

Le Grand P. Backman,
Notary Public
Salt Lake County Utah.
Commission Expires
Feb 8, 1925. SEAL

Le Grand P. Backman
NOTARY PUBLIC,
Residing at Salt Lake City, Utah.

Recorded at the request of G. H. Backman, July 28, 1924, at 10:00 A. M. in Bk. 3-T of L & L. Page 598 Recording fee paid \$1.10. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, By Sarah Eddington, Deputy. C-27-50-43.

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AFFIDAVIT

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

I, Eliza E. Bess, upon oath do say: That on November 25th 1919 and for some years prior to that date I have been a resident of Salt Lake City, Salt Lake County, State of Utah, and that Charles B. Garner was a resident of the same place. I was well acquainted with said Charles B. Garner, and knew something of his property holdings and particularly of his ownership of of Lots 44 and 45 and the