

2130436

BOOK 2408 PAGE 345

Recorded DEC 10 1965 at 1:06 P.m.
Request of D. & R. G. Western R.R. Co
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By *K. R. Munn* Deputy
Ref. _____

RIGHT OF WAY DEED

P.O. Box 5482, Denver 17, Colo

THIS DEED, Made this 2nd day of August, A. D., 1965, between KEYSTONE INSURANCE & INVESTMENT CO., a corporation duly organized and existing under and by virtue of the laws of the State of Utah, GRANTOR, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, GRANTEE:

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the said Grantor in hand paid by the said Grantee, the receipt of which is hereby confessed and acknowledged, has remised, released, sold, conveyed and quitclaimed, and by these presents does remise, release, sell, convey and quitclaim unto the said Grantee, its successors and assigns forever, the right, privilege and easement to construct, maintain and operate a standard gauge railroad spur track or tracks upon the following described strip, tract or parcel of land, situate, lying and being in the County of Salt Lake and State of Utah, to-wit:

All that part of the west half ($W\frac{1}{2}$) of the southeast quarter ($SE\frac{1}{4}$) and the east half ($E\frac{1}{2}$) of the southwest quarter ($SW\frac{1}{4}$) of Section twenty-three (23), Township one South (T1S), Range one West (R1W), Salt Lake Base and Meridian, in the County of Salt Lake and State of Utah, more particularly described as follows:

Commencing at the southeast corner of said Section 23, as said corner was re-established in 1959 by the County Engineer of Salt Lake County, Utah; thence North $00^{\circ} 07' 00''$ East along the re-established east lines of the $SE\frac{1}{4}$ and the $NE\frac{1}{4}$ of said Section 23 a distance of 2704.67 feet to an intersection with the extended northerly line of West Twenty-fourth South Street; thence South $89^{\circ} 26' 30''$ West along the extended northerly line of West Twenty-fourth South Street a distance of 908.53 feet to the southeast corner of that certain tract or parcel of land as was conveyed by Rio Grande Land Company to Roper Investment Company by Correction Special Warranty Deed dated March 7, 1960, as a site for the plant of the Wagner Bag Company, a Division of the St. Regis Paper Company, hereinafter referred to as the "Wagner Bag" tract, which Correction Special Warranty Deed is recorded in Book 1693, at Page 587, of the records in the office of the Recorder of Salt Lake County, Utah; thence continuing South $89^{\circ} 26' 30''$ West along the northerly line of said West Twenty-fourth South Street and along the southerly line of the said Wagner Bag Tract a distance of 1000.00 feet to the southwest corner of the said Wagner Bag Tract, said corner being also the intersection of the northerly line of said West Twenty-fourth South Street with the easterly line of South Eighth West Street; thence continuing South $89^{\circ} 26' 30''$ West along the extended northerly line of said West Twenty-fourth South Street a distance of 80.00 feet, more or less, to a point in the westerly line of said South Eighth West Street; thence South $00^{\circ} 33' 30''$ East along the westerly line of said South Eighth West Street a distance of 1063.00 feet to a point, which point is the true place of beginning of the metes and bounds description of the tract or parcel of land as being herein described; thence continuing South $00^{\circ} 33' 30''$ East along the westerly line of said South Eighth West Street a distance of 45.00 feet to a point; thence South $89^{\circ} 26' 30''$ West at right angles to last described course a distance of 795.43 feet, more or less, to a point 20.00 feet ~~northwesterly~~ ^{easterly} at right angles from the center line of the Riverside Canal; thence North $01^{\circ} 38' 00''$ West along a line 20.00 feet

DESCRIPTION Corrected
M. Deek
Chief Draftsman

~~North~~ easterly at right angles from and parallel with the center line of the said Riverside Canal a distance of 45.01 feet, more or less, to a point which bears South 89° 26' 30" West from the true place of beginning; thence North 89° 26' 30" East a distance of 796.28 feet, more or less, to the true place of beginning, said tract or parcel of land containing an area of 35,813 square feet or 0.8221 of an acre, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, in and to the easement herein and hereby granted to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

The permanent removal by the said Grantee, its successors or assigns, of any portion or all of said lead track or spur tracks shall terminate this right of way grant with respect to any portion so abandoned, and the part or portion so abandoned shall revert to the said Grantor, its successors and assigns, such reversion to be evidenced by the issuance of quitclaim deed by said Grantee to said Grantor, its successors and assigns.

Reserving, however, unto the said Grantor, its successors and assigns, the perpetual right to construct, operate, repair, renew, maintain and remove structure footings upon and along the exterior twelve inches (12") of the hereinabove described property, provided that the top of such footings so constructed shall be buried to a depth of not less than one foot (1') below the normal surface of the ground.

IN WITNESS WHEREOF, Said KEYSTONE INSURANCE & INVESTMENT CO., Grantor as aforesaid, has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first hereinbefore written.

KEYSTONE INSURANCE & INVESTMENT CO.

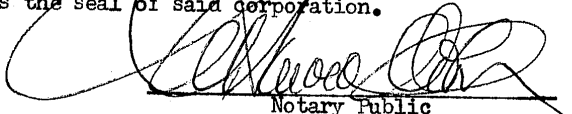
By *Ray W. Pinner*
Its President

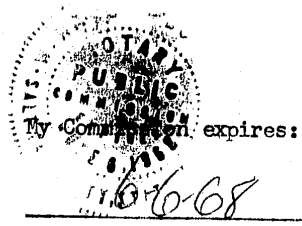
ATTEST:

Merba McKeigee
Its Secretary

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 7 day of August, A.D., 1965, personally appeared before me ROY W. SIMMONS and MELBA MCKENZIE, who being by me duly sworn did say, each for himself, that he, the said ROY W. SIMMONS, is the President, and she, the said MELBA MCKENZIE, is the Secretary of KEYSTONE INSURANCE & INVESTMENT CO., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said ROY W. SIMMONS and MELBA MCKENZIE acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.


Notary Public
Residing at Salt Lake City, Utah



MORTGAGOR: CONFIDENTIAL

ACCOUNT NUMBER: 0554577

CHattel Mortgage

LAST NAME: Zdenich, FIRST: Frank, INITIAL: F, MIDDLE: A, SURNAME: LINDA

MAILING ADDRESS: 965 East 7800 South, Midvale, Utah, ZIP: 84041

ESTABLISHED LINE OF CREDIT \$: (NET)

DATE OF MORTGAGE & LOAN: 12/7/65

FACE AMOUNT OF LOAN PAYABLE IN CONSECUTIVE MONTHLY INSTALLMENT: \$500.00

DATE OF NEXT PAYMENT DUE: 12/7/66

FINAL PAYMENT EQUAL IN ANY CASE UNPAID PRINCIPAL AND CHARGES

AGREED RATE OF CHARGES: (a) Interest for the full term of the loan computed on the principal amount of loan (excluding charges) at the rate of 1% per month on that part of the loan not in excess of \$2,000.00 and at the rate of 3/4 of 1% per month on that part of the loan in excess of \$2,000.00, but not in excess of \$5,000.00; (b) Fees of \$2.00 on loans of \$100.00 or less and 2% or \$20.00 whichever is smaller on loans in excess of \$100.

MORTGAGEE:

SEABOARD FINANCE COMPANY
and/or its Affiliates, Parent or Subsidiaries

5124 South State St.
Murray, Utah, UTAH

FACE AMOUNT OF ORIGINAL LOAN	CHARGES	PRINCIPAL AMOUNT OF LOAN
\$500.00	\$08.03	\$251.97
PRIOR ACCT. NO.	STATE - BRANCH	

THIS MORTGAGE, made the day and year above shown, by the Mortgagor(s) above indicated to SEABOARD FINANCE COMPANY, Mortgagee, witnesseth:

That the Mortgagor(s) mortgages to the Mortgagee: That certain personal property hereinafter listed with all equipment and accessories thereto as security for the payment by Mortgagor(s) to Mortgagee of amounts due under that certain Loan Agreement of even date, portions of which are described above.

This mortgage shall also secure the repayment of Mortgagor(s) subsequent indebtedness or obligation to Mortgagee and the repayment of sums which may be advanced, and expenditures which may be made, including charges thereon, by Mortgagee to or upon the direction of Mortgagor(s) subsequent to the execution hereof and prior to the satisfaction hereof, provided that the total amount secured by this mortgage shall not exceed at any one time the aggregate outstanding principal sum of \$500.

Mortgagor(s) and each of them covenants and agrees as follows:

- Mortgagor shall keep said property free from all liens and shall not remove the automobile from this state or remove the other described personal property from the address above listed without the Mortgagee's written permission. Mortgagor agrees to repay Mortgagee on demand any payment made by Mortgagee in preserving or protecting the lien of this mortgage against attachments, executions, and other claims of lien. Neither loss of nor injury to said property shall relieve Mortgagor from his obligations hereunder. The Mortgagor also agrees to insure the property herein described in such sums and against such contingencies and with such company as the Mortgagee may approve with a loss payable clause in favor of the Mortgagee as its interests appear, and to pay for such insurance in advance, and to deliver the insurance policies to the Mortgagee. Mortgagee may, as Agent of Mortgagor(s), place any or all of said insurance at Mortgagor's expense if Mortgagee so elects.
- Mortgagor warrants that he is the sole owner of said property, free from all liens. The parties hereto agree that time is of the essence of this agreement and acceptance by the Mortgagee of any payment required hereunder, after the same is due, shall not constitute a waiver of this or any other provision of this agreement.
- The within mortgaged property may remain in the possession of Mortgagor provided, however, should Mortgagor fail or neglect to comply with any of the terms or conditions of note and this mortgage, Mortgagee, at its option, may declare the whole amount unpaid and secured hereunder to be immediately due and payable, and Mortgagee may, at its option, immediately take possession of said property, together with all additions, equipment, and accessories thereto. Should Mortgagee take possession of said property, Mortgagee may sell said property, at public auction. Said property may be sold upon such terms and in such manner as Mortgagee may determine, and Mortgagee may become the purchaser thereof. In event of foreclosure Mortgagor agrees to pay costs of foreclosure and reasonable attorney's fees. In the event of such sale, Mortgagee shall apply the proceeds thereof to the payment of all or any of the obligations hereby secured, and the balance then remaining, if any, to the Mortgagor. In the event of any deficiency, Mortgagor agrees to pay the same on demand. Should this mortgage be signed by more than one person, all of the covenants and obligations herein contained shall be considered joint and several covenants and obligations of each signer hereof.

DESCRIPTION OF MORTGAGED PROPERTY:

YEAR MODEL	MAKE	BODY TYPE	MODEL LETTER OR NO.	SERIAL NO.	MOTOR NO.	NO. CYL.
1960	Ford	St. Wagon		0J64X100161		8

All of the household goods now located in or about Mortgagors' residence at their address above set forth, including the following:

1 2 pc brwn. laugh. couch & chr, armed; 1 vanity hair port. record player; 1 Philco walnut console 26" TV, S/L set brwn and gold folding tbl, T.B. tabl; 1 gold pole lamp; 1 wood brwn rocker; 1 2 shelf brwn bookcase; 1 set Collier encyclopedia; 1 large gold Sunburst wall clock; 1 Frigidaire 4 burner elec. range, 1957; 1 Frigidaire 10 Cu. Ft. refer; 1957; 1 5 pc brwn and gold D. set, 4 gold and brwn chrs; 1 round tbl, "ormica w/leaf; 1 Speed Queen auto gas dryer, 1964; 1 2 pc Maple S.P. 1 holly bed, bkcase, H.B. sprs & matt, 1 Olympic tbl radio; 1 G. E. toaster; 1 Speed Queen auto washer, top load, 1963 mdl; 1 6 drwr Mr. & Mrs. dresser w/mirror; 2 white and brwn bed lmps w/shades; 1 Motorola clock radio; 1 set wagon wheel bunk beds; 1 Bighorn saddle, 303; 1 English saddle; 1 Herford saddle; 1 Hacamore; 1 regular bridle, 1 black saddle.

WITNESS the hand of the Mortgagor the day and year written above.

[Signature]
X (WITNESS)
[Signature]
(WITNESS)

[Signature] (SEAL)
X (MORTGAGOR)
[Signature] (SEAL)
(MORTGAGOR)