



Notary Public.

Recorded at request of Granite Coal & Feed Co., Aug. 8, 1908, at 10:33 A. M., in "70" of Deeds, pages 505-6. Abstracted in "68", page 143, lines 44-7. Recording fee paid \$1.50.

(Signed) C. O. Perkins, Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy.

*238636.

Warranty Deed.

George W. Slade, unmarried, grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby conveys and warrants to Wilbur S. Henderson and to Ellen Strickley, grantee, both of Salt Lake City, Salt Lake County, Utah, to the said Wilbur S. Henderson for the sum of One Thousand (\$1,000.00) Dollars, and the said Ellen Strickley for the sum of One (\$1.00) Dollar and other valuable considerations the following described tract of land in Salt Lake City and County, State of Utah to the said Wilbur S. Henderson, grantee an undivided one half interest, and to the said Ellen Strickley an undivided one-fourth interest each severally in and to that certain tract or premises particularly described as: Beginning at the Southeast corner of Lot Seven (7) Block Forty-eight (48) Plat B Salt Lake City Survey, thence West Three Hundred Thirty (330) Feet, thence North Twenty (20) Feet, thence East Three Hundred Thirty (330) Feet, thence South Twenty (20) Feet to place of beginning, including sufficient ground on Northwest corner for turning purposes.

These respective conveyances are made by said grantor and accepted by each of said grantees, subject to the ^{following} agreement and conditions, equally binding upon both the grantor and grantees and their respective successors in interest and as a part of the mutual consideration moving from each of said several parties respectively each to the other.

First - The rights of each of said several parties hereto and their successors in interest, shall be and the same is hereby limited to the use of the owners, occupants, tenants and users of the premises immediately south of said described tract for a depth of Sixty-six (66) Feet south of the South Line of the premises herein described; and of the premises lying and being immediately North and being described as One Hundred and Forty-five (145) Feet North from the Northwest Corner of the premises herein described; thence East One Hundred Sixty-five (165) Feet; thence South to the North Line of said premises herein described; thence West along the boundary line to the beginning; and the Eighty-seven and one-fourth (87 1/4) Feet lying immediately North and abutting on Fifth East Street in said Salt Lake City and all being contiguous to the said premises herein described as being conveyed by this instrument.

2. And it is ^{further} covenanted and agreed that each of the parties hereto and their successors and assigns shall be in all respects limited to the use of said premises herein conveyed for free and unobstructed ingress and egress for private domestic residence purposes only, and shall not be used as a public highway or for public purposes, ^{but} only to such extent and in such manner as the reasonable use of the contiguous property herein described may require for the use, convenience and benefit of the owners, occupants and users while so using said property as residence property, and not to be used in connection with any outside private or public business.

3. That each of the said several parties hereto having any interest in and to the same shall pay their pro rata amount of the cost of paving said premises herein conveyed and maintaining the same in good condition and also in constructing the sewer connections and that each of said several parties hereto shall pay and discharge their respective pro rata amount of all taxes and assessments of every kind, character and nature whatsoever that may be lawfully levied against said property.

And the acceptance of this conveyance shall be taken and held to be a binding obligation on the part of said grantees, their assigns and successors in interest, and upon the failure to carry out the terms and conditions as herein specified, the interest of said parties so failing to keep his said agreement shall be subject to the cost and expense that may be incurred in so doing.

Witness the hand of said grantor this 7th day of August, 1908.

Signed in the presence of

A. S. Martin

George W. Slade

State of Utah,

County of Salt Lake } ss.

On the 7th day of August, 1908, personally appeared before me George W. Slade, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires,

William A. Lee

Notary Public



Recorded at request of W. S. Henderson, Aug. 8, 1908, at 11:21 A.M., in "D" of Deeds, page 506-7. Abstracted in "B.S.", page 163, line 40.

Recording fee paid \$1.90.

(Signed) C. C. Perkins, Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy

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