

Entry No. 75370

REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 17th day of September, 1946, by and between HETTIE M. BATES, the seller, of Salt Lake City, Utah, and TRACY LAND AND LIVESTOCK COMPANY, a Utah corporation with its office and place of business at Salt Lake City, Utah, the buyer, WITNESSETH:

That the seller, for the consideration herein mentioned, agrees to sell and convey to the buyer, and the buyer agrees to purchase the following described lands and premises, being situate part thereof in Summit County, part thereof in Salt Lake County and part thereof in Wasatch County, State of Utah, and particularly described as follows:

The East half of Section 22; the Southwest quarter of Section 26, the Southeast quarter of Section 34; and the West half of Section 35, Township 1 South, Range 3 east, Salt Lake Base & Meridian.

All of Sections 29, 31 and 32; the East half and the east half of the Northwest quarter and the Northwest quarter of the Northwest quarter and the East half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 21; the East half of the Southeast quarter of Section 19, the Southwest quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 22; and North 30 acres of the Southwest quarter of the Northwest quarter of Section 26; the Southwest quarter and the South half of the Southeast quarter of Section 20, Township 1 South, Range 5 East. Salt Lake Base & Meridian.

Lots 1, 2, 7, 8, 9, 10 and the Southeast quarter of Section 3, Township 2 South, Range 3 East. Salt Lake Base & Meridian.

Lots 5, 6, 7, and 8 of Section 5; Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Section 8; the West half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 9; Lots 1, 2, 3 and the East half of the Northwest quarter of Section 17, Township 2 South, Range 5 East. Salt Lake Base & Meridian.

All of Section 33, Township 1 South, Range 5 East, Salt Lake Meridian. Lots 1, 2, 3 of Section 4, Township 2 South, Range 5 East, Salt Lake Meridian. The South one-half ($\frac{1}{2}$) of the Northwest quarter of Section 4, Township 2 South, Range 5 East, Salt Lake Meridian. The Southwest quarter of the Northeast quarter of Section 4, Township 2 South, Range 5 East, Salt Lake Meridian. The Southwest quarter of Section 4, Township 2 South, Range 5 East, Salt Lake Meridian.

The Buyer hereby agrees to pay for said described premises the sum of Twenty Two Thousand Fourty-Two Dollars (\$22,042.00) lawful money of the United States, at the office of Utah Savings and Trust Company in Salt Lake City, Utah, strictly within the following times (time being the essence of this contract), to-wit: \$12,042.00 cash, receipt of which is acknowledged, \$1000.00 or more on or before January 1, 1947, \$1000.00 or more on or before July 1, 1947 and \$1000.00 or more on or before January 1st and July 1st of each and every year thereafter until paid. In addition to the principal payments above specified the buyer agrees to and shall pay interest on all unpaid portions of said purchase price at the rate of four and one-half per cent per annum from date hereof, payable semi-annually upon the dates above specified when said principal payments are to be made.

The buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on said premises during the life of this agreement.

In the event the buyer shall default in the payment of any special or general taxes as herein provided, the seller may at her option pay the same and if she elect so to do, then the buyer agrees to repay the seller upon demand all such sums so advanced and paid by her, together with interest thereon from the date of payment of said sums at the rate of eight per cent per annum.

In the event of a failure to comply with each and all the terms hereof by the buyer, or upon failure to make any payment or payments when the same shall become due, or within sixty (60) days thereafter, the seller shall at her option be released from all obligations in law and equity to convey said property, and all payments theretofore made hereon by the buyer shall be forfeited to the seller as the agreed rental and liquidated damages for the nonperformance of this contract, and the seller may at her option and without notice re-enter and take possession of said premises without legal process, as of her first and former estate, together with all improvements and additions made thereon by the buyer, which improvements and additions shall remain with the land and become the property of the seller, the buyer becoming at once a tenant at will of the seller.

The seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agrees to execute and deliver to the buyer or assigns, a quit claim deed conveying all right, title, interest and estate of the seller in and to said property and warranting the same only as against all acts of herself, her successors and assigns, and to furnish at her expense, an abstract brought to date at the time of sale or at the time of delivery of deed at the option of the buyer; provided that if said abstract is furnished at the time of sale it shall be for examination only and shall be returned to the seller until the delivery of said deed.

It is mutually covenanted and agreed by the parties hereto that should the buyer default in any of the covenants and agreements herein contained by it to be done, kept and performed, or should the seller default in any of the covenants and agreements herein contained to be by her done, kept and performed, then, and in that case, the one so being in default hereby covenants and agrees with the other, such other at such time being not in default, to pay all costs and expenses that may arise from enforcing this agreement, either by suit, or otherwise, including a reasonable attorney's fee.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Witness whereof, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Hettie M. Bates
Hettie M. Bates
(The Seller)

TRACY LAND AND LIVESTOCK COMPANY

By T. Tracy Wright
Its President
(The Buyer)

ATTEST:

Evelyn W. Rochback
Its Secretary

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 1st day of October, 1946, personally appeared before me Hettie M. Bates, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Evelyn B. Viallet
Notary Public
Residing at Salt Lake City, Utah
My Commission Expires June 6, 1948,
Salt Lake City,

(Seal)

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 17th day of September, 1946, personally appeared before me T. Tracy Wright and Evelyn W. Rodeback, who being first duly sworn did say that they are the President and Secretary respectively, of Tracy Land and Livestock Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said T. Tracy Wright and Evelyn W. Rodeback duly acknowledged to me that said corporation executed the same.

Hattie W. Roylance
Notary Public
Residing at Salt Lake City, Utah

(Seal)
My Commission Expires March 9, 1949

RESOLUTION

Be It Hereby Resolved by the Board of Directors of the Tracy Land and Livestock Company, a Utah corporation, in meeting duly assembled, that this corporation do, and it does hereby, expressly waive the provisions of that certain contract dated the 17th day of September, 1946, between this corporation and Hettie M. Bates, relating to the purchase of certain lands in Summit and Wasatch Counties, State of Utah, by this corporation, as to and requiring the continuation of abstracts of title to the said land for this corporation as purchaser by the said Hettie M. Bates as seller, such provision as to the continuation of said abstracts of title appearing at page three, paragraph two, of said contract.

I do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted as in it recited by the Board of Directors of the corporation therein named, at a meeting of its Board of Directors, duly called and assembled, and held on the 17th day of September, 1946, and that a quorum of said Board attended and voted favorably upon its adoption.

Dated this 17th day of September, 1946.

T. Tracy Wright
President of

TRACY LAND & LIVESTOCK COMPANY

Recorded at the request of Wasatch Livestock Loan Company, October 7, 1946
Mae R. Tree, County Recorder