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JUL 1 1941
 Corralia S. Lund, Recorder of Salt Lake County, Utah
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ZION'S SAVINGS BANK AND TRUST COMPANY, a Utah Corporation, the owner of part of Blocks 7, 12, 13, and 18, Clermont Subdivision, Salt Lake City, Utah, more particularly described as follows:

- Lots 30 to 44 inclusive, Block 7, Clermont Subdivision,
- Also Lots 3 to 7 inclusive, Lots 11 to 27 inclusive, the South 20 feet of Lot 37, and Lots 38 to 45 inclusive, Block 12, Clermont Subdivision.
- Also Lots 8 to 28 inclusive, and Lots 34 to 46 inclusive, Block 13, Clermont Subdivision.
- Also Lots 11 to 21 inclusive, Lots 29 and 30, and Lots 35 to 40 inclusive, Block 18, Clermont Subdivision.

does hereby declare that all of said property is subject to, and when the same or any part thereof shall be conveyed by said corporation to any other person, partnership, corporation or association, that such conveyance shall be subject to the following restrictions, reservations and declarations:

(a) All lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two (2) cars.

(b) No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No persons of any other race than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than \$3500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches, shall be not less than 700 square feet in the case of a one story structure nor less than 500 square feet in the case of a one and one-half story structure.

(h) An easement is reserved over the rear two (2) feet of each lot not adjacent to an alley for utility installation and maintenance.

(i) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

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Page 2, Restrictions

(j) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing to recover damages or other dues for such violation.

(k) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ZION'S SAVINGS BANK AND TRUST COMPANY

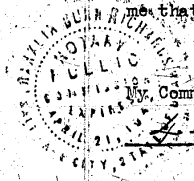


BY

Its Cashier

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 22nd day of May, 1941, personally appeared before me Willard R. Smith, who being by me first duly sworn did say that he is the Cashier of Zion's Savings Bank and Trust Company, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Willard R. Smith acknowledged to me that said Corporation executed the same.



My Commission Expires: 5-21-42

Franklin Dunn Richards
Notary Public, Residing in
Salt Lake City, Utah

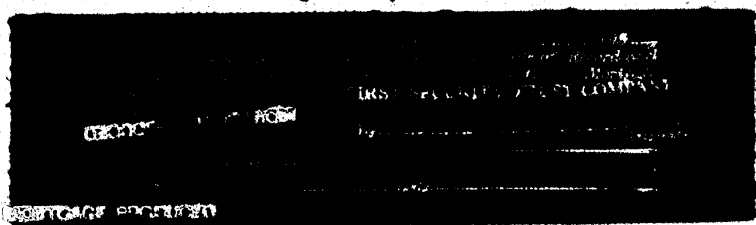
... and State of Utah
FIRST SECURITY TRUST COMPANY, a cor-
poration organized under the laws of the State of Utah, its principal office in the City of Salt Lake,
State of Utah

Witness my hand and seal this _____ day of _____ 19____, the principal sum of _____
Dollars (\$ 2000.00),

as evidenced by this promissory note, bearing date this _____ day of _____, for the payment of said principal sum in lawful
money of the United States of America, with interest thereon payable in the lawful money, both said principal sum and the
interest thereon being payable at the times and in the amounts as set forth in said promissory note, at the office of FIRST
SECURITY TRUST COMPANY in Salt Lake City, Utah; or at such other place as the holder of
said note may designate in writing with exchange on New York City.

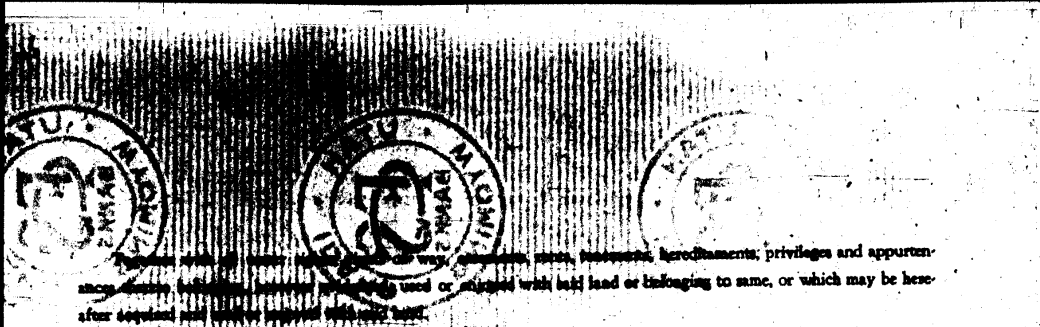
Now, therefore, for the purpose of security, prompt payment of said note, the mortgagor, for valuable consideration,
receipt of which is hereby acknowledged, does hereby mortgage, grant, bargain, sell, convey and warrant unto the mortgagee,
its successors and assigns, the following described land, situate in _____ Holladay _____ County of
Salt Lake _____, and State of Utah:

Beginning at a point 1270.5 feet East and North
30° 45' West 205.65 feet from the Southwest corner
of the Southeast quarter of Section 3, Township 2
South, Range 1 East, Salt Lake Meridian, thence
North 65° 11' East 207.6 feet; thence South 22° 45'
East 137 feet; thence South 65° 11' West 188.5 feet
to a point South 30° 45' East 137.6 feet from the
point of beginning; thence North 30° 45' West 137.6
feet, to the place of beginning. Together with a
right of way 25 feet West and running Northerly to
County Road and the above described property is
subject to a right of way over the Westerly 25 feet
thereof, said two above described strips making a
continuous right of way.



And with the buildings and improvements thereon and all alterations, additions or
improvements hereafter made thereto, including all plumbing, heating, or other
equipment or appliances now or hereafter attached.





...and all other ways, powers, tenements, hereditaments, privileges and appurtenances, which in anywise may be used or enjoyed with said land or belonging to same, or which may be hereafter acquired and enjoyed with same.

The mortgagee, successors and assigns with the mortgagor, its successors and assigns, as follows: That said mortgagor is lawfully seized of said premises in fee simple, and has good and lawful right to mortgage, sell and convey the same, and will warrant and defend the same against all lawful claims and demands whatsoever; that this mortgage is a first lien on said property; that said mortgagor will promptly pay said principal note and the interest thereon, and all taxes and assessments upon said premises and upon this mortgage; also all personal or other taxes which may become a lien upon said premises; that said mortgagor will keep the buildings on said land in good repair, and will keep said buildings insured against loss by fire, or otherwise, in such forms of insurance, and in such amounts, and in such companies as may be required and as may be satisfactory to the mortgagee, its successors or assigns, for the benefit of the mortgagee, its successors or assigns, and will pay the premiums therefor, and will deliver the policy or policies of insurance to the mortgagee, and will pay all dues or assessments upon ditch or water rights or water stock, and will deliver to the mortgagee receipts of the proper officers for the payment thereof, and that said mortgagor shall not damage the property hereby mortgaged, or suffer the same to be damaged or destroyed, and shall not do nor permit to be done anything that may in any way weaken or impair the security thereof.

If the mortgagor shall fail to pay promptly all taxes, assessments, or liens of any nature that may accrue against said premises, or for any repairs made necessary to protect the property from unusual or unreasonable deterioration or shall fail to keep the same in good condition and repair, or shall fail to pay the premiums for insurance as above set forth, the mortgagee, its successors or assigns, is hereby authorized to pay same, or any sum necessary to protect the lien of this mortgage, and all money so expended shall be secured hereby, and, together with any past due interest, shall draw interest at the maximum contract rate allowed by law and shall become immediately due and payable.

If payment of said indebtedness is extended such extension of said indebtedness shall be secured hereby and be subject to all conditions of this mortgage.

If default be made in any agreement herein contained, or in the payment of any money hereby secured, or in the payment of any special or general taxes or assessments when due, the mortgagee, its successors or assigns, may declare the entire indebtedness due and foreclose this mortgage, and may enter upon the property, collect all rents, income and profit thereof, and take into its possession all crops growing or harvested thereon, same being pledged as additional security for said indebtedness.

If, because of default, this account is given to an attorney for collection, the mortgagor shall pay five per cent of the amount due, as attorney's fee and costs, provided same shall be collected without suit.

If suit be brought to enforce the collection of the debt secured hereby, the court may appoint a receiver of the mortgaged premises pending foreclosure and redemption. In such suit there shall be included in amount decreed to be paid plaintiff, the principal and interest and all money advanced for taxes, assessments, insurance, repairs, or to remove liens or to defend and maintain the lien of this mortgage, with interest thereon, and all costs and expenses incurred, including reasonable attorney's fees.

Whereas, this mortgage may be sold and assigned, it is agreed that it is unnecessary to record such assignment, but for the protection of such assignee this mortgage cannot be released by the First Security Trust Company without actual production of said mortgage. Upon production of this mortgage and provided no assignment thereof has been recorded, any officer of the First Security Trust Company, who, by resolution of the board of directors of said company, has been given such authority, is authorized to release this mortgage at expense of the mortgagor, but in the event an assignment of this mortgage has been recorded it shall not be necessary for such assignee to produce said mortgage to make a valid release thereof.

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Witness the signing and each of the foregoing, the day and year first above written.

Signed in the presence of

G. T. Teasdale
G. T. Teasdale

J. Carlos Lambert
J. Carlos Lambert
Luella O. Lambert
Luella O. Lambert

STATE OF UTAH

County of Salt Lake

On the 1st day of July A. D. 1941, personally appeared before me

J. CARLOS LAMBERT and LUELLE O. LAMBERT, husband and wife,

the signers of the above instrument, who duly acknowledged to me that they executed the same.



G. T. Teasdale
G. T. Teasdale Notary Public

Residing at Salt Lake City, Utah

My commission expires July 22, 1944.

Recorded at Request of FIRST SECURITY TRUST CO. JUL 1 1941

at Salt Lake City, Utah, on July 1 1941 by Cornelia S. Lund, Recorder S. L. County, Utah

By [Signature], Dep. Book 277 Page 178 Ref. D41-24-31-32