ENTRY NO. 121896 ATE 1-6-81 TIME 4:15 FEX 10.00
RECORDED FOR MICHAEL LONOVAN BOOK 137 PAGE 604-610
RECORDER JOE DEAN HUBER BY KAY VAN WAGONER

ASSIGNMENT

The undersigned, SHERALYN JUNE DONOVAN, for good and valuable consideration in hand paid, hereby assigns to MICHAEL DONOVAN all of the undersigned's right, title and interest in and to the attached Uniform Real Estate Contract, dated December 1, 1977, in which Frank C. Ballou and Candice C. Ballou are named as Sellers and Michael Donovan and Sheralyn Donovan are named as Buyers and also all of the undersigned's right, title and interest in and to that certain Uniform Real Estate Contract, dated June 21, 1978, in which Michael Donovan and Sheralyn Donovan are named as Sellers and Jorgen Jensen and Randi Jensen are named as Buyers and also that certain Assignment of Contract, dated October 28, 1978, in which Jorgen Jensen and Randi Jensen are Assignors and Mandet and Price, Inc., a Utah corporation, is Assignee, and the subject of both of said Contracts is the following described real property situated in the County of Wasatch, State of Utah:

Beginning at a point 674.2 feet South, 693 feet East and South 0°01'45" East 353.92 feet from the West quarter corner of Section 8, Township 4 South, Range 5 East, Salt Lake Meridian; and running thence West 283 feet; thence South 76.08 feet; thence West 380 feet; thence South 0°01'45" West 230 feet to the North line of a 50-foot right-of-way; thence South 89°59' East along the North line of said right-of-way 663 feet to a point South 0°01'45" East 306.08 feet from the point of beginning; thence North 0°01'45" West 306.08 feet to the point of beginning.

Together with all improvements thereon and appurtenances thereunto belonging, including two shares of Timpanogos Irrigation Company water stock and a valid well permit.

DATED this Holday of December, 1980.

SHERALYN JUNE DONOVAN

PAGE W INDEX () ABSTRACT () PLAT (4) CHECK ()

BIELE, HASLAM & HATCH R.C. 50 WEST BROADWAY, SUITE 300 SALT LAKE CITY, UTAH 84101

STATE OF NEVADA
COUNTY OF CLARK)
On the <u>ISE</u> day of December, 1980, personally appeared before m
SHERALYN JUNE DONOVAN, the signer of the above instrument, who duly acknowl-
edged to me that she executed the same.
사용으로 하는 경우 경우를 가장 하는 것이 되었다.
Innley Eckles
NOTART PUBLIC
Residing in County, NV
My Commission Expires:
Notary Public-State of Nevada
CLARK COUNTY
Shirley Eckles
Mly Commission Expires New, 1, 1982

Mandet-Price #19401

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made in the City of Heber City
wife Dy and between JORGEN JENSEN and RANDI JENSEN, husband and
hereinafter referred to as the assignors, and MANDET & PRICE, INC., a Utah corporation
hereinafter referred to as the assignees,
가 들었습니다. 그는 그는 그들은 이 그는 아이들이 되었습니다. 그는 그들은 그는 그들은

WITNESSETH

WHEREAS, u his wife	nder date of June	21st, 1978	, MICHAEL DONOV	AN and SHERALYN DONG:
JORGEN JENSE	N and RANDT TEN	SEN buchand	s, entered into a Unifo	rm Real Estate Contract with
agreed to sell and forth, all that cer	d the said buyers ag	greed to purchase, upon	ed herewith, wherein on the terms, conditions	and whereby the said sellers
the County of	Wasatch	State of Utah, and mor	re particularly describe	situate, lying and being in

Beginning at a point 674.2 feet South and 693 feet East and South 0°01'45" East 353.92 feet from the West quarter corner of Section 8, in Township 4 South, Range 5 East, Salt Leke Meridian; and running thence West 283 feet; thence South 76.08 feet; thence West 380 feet; thence South 0°01'45" West 230 feet to the North line of a 50 foot right of way; thence South 89°59' East along the North line of said right-of-way 663 feet to a point 306.08 feet to the point of beginning; thence North 0°01'45" West

POSETHER with all improvements thereon and appurtenances thereunto belonging, including 2 shares of Timpanogos Irrigation Company water stock and a valid well permit No. 51354 (55-6163) The Assignees agree to assume and pay the unpaid balance which the Assignors owe Michael Donovan and wife in that certain Contract dated June 21st, 1978, together with assuming Assignors portion of the property taxes for the year 1978.

WHEREAS, the assignees desire to acquire from the assignors all of the right, title and interest of the assignors in said property above described as evidenced by said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

- 1. That the assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to said above described property as evidenced by the aforesaid Uniform Real Estate Contract of June 21st _____, 19_78___ concerning the above described property.
- 2. That to induce the assignees to pay the said sum of money and to accept the said contract, and the rights obligation pursuant thereto the assignors hereby represent to the assignees as follows:
 - a. That the assignors have duly performed all the conditions of the said contract.
- 3. That in consideration of the assignors executing and delivering this agreement, the assignees covenant with the assignors as follows:
 - a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the assignors.
 - b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Saul B Hauley

Landi Junon

MANDET & PRICE, INC., a Utah corporation

By Say Marlet V. P.

19401607

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

UNIFORM REAL ESTATE CONTRACT

reinafter designated as the Seller, and _ s joint tenants	JURGEN JENSEN and KANDI .		and wife,
reinafter designated as the Buyer, of _			
2. WITNESSETH: That the Seller, d the buyer for the consideration hereing county of Wasatch	or the consideration herein mention mentioned agrees to purchase the i	ned agrees to sell and of following described real	convey to the buyer, I property, situate in
ore particularly described as follows:		ADDRESS	
Beginning at a point 674.2 feet from the West quarter Lake Meridian; and running West 380 feet; thence South right of way; thence South 663 feet to a point South thence North 0°01'45" West TOGETHER with all improvement of Luding 2 shares of Timpane 2 Said Buyer barehy agrees to the	corner of Section 8, Town-hence West 283 feet; the 0°01'45" West 230 feet 189°59' East along the Nor 01'45" East 306.08 feet 206.08 feet to the point at thereon and appurtent gos Irrigation Company was a second control of the contr	nship 4 South, Rence South 76.08 to the North line of said from the point of beginning. Since thereunto later stock and a	ange 5 East, Sa feet; thence e of a 50 foot right-of-way of beginning; belonging, in- valid well per
IREE THOUSAND FIVE HUNDRED A	D NO/100	Dollars	(\$ 23,500.00)
yable at the office of Seller, his assign	or order Michael Donovan		
rictly within the following times, to-wit	TWO THOUSAND AND NO/100		(\$ 2,000.00)
sh, the receipt of which is hereby acknown	ledged, and the balance of $\frac{21.5}{}$	00.00 shal	l be paid as follows:
interest, the first monthly July, 1978, and monthly the both principal and interest	eafter on the 21st day o	f each succeeding	g month until
of \$1,500.00, principal onl	, on or before July 10th	The Buyers shall, 1979.	. make a paymen
of \$1,500.00, principal onl	, on or before July 10th	, 1979.	
of \$1,500.00, principal onl	, on or before July 10th d to buyer on the	, 1979. day of June	, 19 78
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The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

1978 Taxes for the year 1978 shall be 12. The Buyer agrees to pay the general taxes after . pro-rated between the Buyer and Seller 13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$. to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him. 14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of % of one percent per month until paid. 15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition. 16. In the event of a failure to comply with the terms bereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within Seller, at his option shall have the following alternative remedies: days thereafter, the er, at his option snall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default): or to one of the other remedies hereunder in the event of a subsequent default): or

The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid
balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass
title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of
the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing,
including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain.

In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to
the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and
profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant
to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession
of the said premises during the period of redemption. It is agreed that time is the essence of this agreement. 18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid. 19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer. 20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto (No exceptions) 21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit 22. 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. Signed in the presence of Buyer BLANK NO. 108- 8 GEM Approved Unitorm Form: Real Estate To S 0 ontract

#19701609

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

UNIFORM REAL ESTATE CONTRACT

purchase price at the rate of eight & one—percent (8.30%) per annum. The Buyer, at his option at anytime, may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the buyer, which election must be made at the time the excess payment is made. 5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the seller. 6. It is understood that there presently exists an obligation against said property in favor of	hereinafter designated as the Seller, and	MICHAEL DONOVAN and SHERALYN DONOVAN, his wife, as
2. WITNESSETH: That the Saller, for the consideration herein mentioned agrees to sell and convey to the huyer and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of		
the county of Wasatchi. State of Ulah, to-wit: ADDRESS More particularly described as follows: deginning at a point 674.2 feet South, 693 feet East and South 0°01'45" East 353.92 deet from the West quarter corner of Section 8, Township 4 South, Range 5 East, Salt alse Meridian; and running thence West 283 feet; thence South 76.08 feet; thence West 80 feet; thence South 0°01'45" East 306.08 feet for the North line of a 50 foot right-o- any; thence South 0°01'45" East 306.08 feet from the point of beginning; thence North 0° 30' West 306.08 feet to the point of beginning. Ogether with all improvements thereon and appurtenances thereunto belonging, includ 3 shares of Timpanogos Irrigation Company water stock and a valid well permit. 3 Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of ATTEREN TRIOUSAND AND NO/100	hereinafter designated as the Buyer, of	Heber City, Utah
More particularly described as follows: deginning at a point 674.2 feet South, 693 feet East and South 0°01'45" East 353.92 deat from the West quarter corner of Section 8, Township 4 South, Range 5 East, Salt ake Meridian; and running themce West 230 feet; thence South 76.08 feet; thence will be seen to the North line of a 50 foot right-or any feet to the count or 1914 West 230 feet to the North line of a 50 foot right-or any 663 feet to point South 0°01'45" East 306.08 feet from the point of beginning; thence North 0° Si' West 306.08 feet to the point of beginning. Ogether with all improvements thereon and appurtenances thereunto belonging, include shares of Timpanogos Irrigation Company water stock and a valid well permit. 3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of Intreed to the point of the grind of the said of the s	and the payer for the consideration nerem i	nentioned agrees to purchase the lollowing described real property, situate in
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payable at the office of Seller, his assigns or order strictly within the following times, to-wit: THREE THOUSAND FIVE HUNDRED & NO/100 DULLARS, 00.00 start, the receipt of which is hereby acknowledged, and the balance of \$ 12.500.00 shall be paid as follows: \$154.99 on or before January 1st, 1978, and \$154.99 on or before the 1st day of each month thereafter until the whole amount of principal and interest is paid in full. Possession of said premises shall be delivered to buyer on the	Leet from the West quarter corn also Meridian; and running then 180 feet; thence South 0°01'45 way; thence South 89°59'East all point South 0°01'45" East 306.5" West 306.08 feet to the point South all improvements a shares of Timpanogos Irrigati 3. Said Buyer hereby agrees to enter in the said Buyer hereby agrees and buyer hereby agrees and buyer hereby agrees ag	er of Section 8, Township 4 South, Range 5 East, Salt ce West 283 feet; thence South 76.08 feet; thence West West 230 feet to the North line of a 50 foot right-of ong the North line of said right-of-way 663 feet to .08 feet from the point of beginning; thence North 0°0 nt of beginning. thereon and appurtenances thereunto belonging, including concepns water stock and a valid well permit.
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\$154.99 on or before January 1st, 1978, and \$154.99 on or before the 1st day of each month thereafter until the whole amount of principal and interest is paid in full. Possession of said premises shall be delivered to buyer on the 1st day of December 1977 4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from December 1st, 1977 on all unpaid portions of the payment principal in the payment of interest and second to the reduction of the payment principal in the payment super the payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future to the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of the terms tatellinents at the election of the buyer, which election must be made at the time the exess payment is made. 5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way after the terms of the contract as to the forfeiture terminenter stipulated, or as to any other remedies of the seller. 6. It is understood that there presently exists an obligation against said property in favor of None. with an unpaid balance of None. 7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prement, except the following None. 8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the hen unpaid contract balance hereunder, bearing interest at the rate of not to exceed eight & one—half percent and the process of being installed, or which have been completed and not paid for, outstanding against said property, it shall be the Buyer's obligation to assume and mortgages the Seller agrees to convey and the Buyer agrees	strictly within the following times, to-wit: _	THREE THOUSAND FIVE HUNDRED & NO/100 (\$ 3,500.00)
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10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such mount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and interest rate required, shall not exceed the monthly payments and interest rate as outlined above. 11. 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 these premises during the life of this agreement. The Seller hereby covenants and agrees there are no assessments against said premises except the following:	4. Said monthly payments are to be a rincipal. Interest shall be charged from	per per cent (8.50 %) per annum. The Buyer, at his option at anytime, payments upon the unpaid balance subject to the limitations of any mortgage he excess to be applied either to unpaid principal or in prepayment of future che election must be made at the time the excess payment is made. Seller accepts payment from the Buyer on this contract less than according loing, it will in no way alter the terms of the contract as to the forfeiture medies of the seller. exists an obligation against said property in favor of
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12. The Buyer agrees to pay the general taxes after 13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ None, and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him. 14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of % of one percent per month until paid. 15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition. 16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within twenty (20) days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have to be released from all obligations in law and in equity to convey said property, and all payments which have to be released from this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for been made theretofore on this contract, and the Buyer agrees that the Seller may at his option re-enter and take the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with ments and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or the Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default): or to one of the other remedies hereunder in the event of a subsequent default): or

The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid
balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass
title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of
title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of
title to the Buyer subject thereto, and proceed immediately to foreclose the payment of the balance owing,
including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain.
In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to
in the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to
the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and
profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant
to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession
of the said premises during the period of redemption.

It is agreed that time is the essence of this agreement. 18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid. It is agreed that time is the essence of this agreement. payments shall equal any sums advanced as atoresaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer. 20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto None. 21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise. 22. 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 written. Signed in the presence of . . : J... Buyer ::·**'** BLANK NO. Approved Unifor 3 100

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