

ENTRY NO. 121896 DATE 1-6-81 TIME 4:15 FEE \$10.00
RECORDED FOR MICHAEL DONOVAN 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 15th day of December, 1980.

Sheralyn June Donovan
SHERALYN JUNE DONOVAN

PAGE INDEX ABSTRACT PLAT CHECK

STATE OF NEVADA)
)
:ss.
COUNTY OF CLARK)

On the 18th day of December, 1980, personally appeared before me
SHERALYN JUNE DONOVAN, the signer of the above instrument, who duly acknowl-
edged to me that she executed the same.

Shirley Eckles
NOTARY PUBLIC
Residing in _____ County, NV

My Commission Expires:



Notary Public - State of Nevada
CLARK COUNTY
Shirley Eckles
My Commission Expires Nov. 1, 1982

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made in the City of Heber City, State of Utah on the 28th day of October, 1978 by and between JORGEN JENSEN and RANDI JENSEN, husband and wife hereinafter referred to as the assignors, and MANDET & PRICE, INC., a Utah corporation hereinafter referred to as the assignees,

WITNESSETH:

WHEREAS, under date of June 21st, 1978, MICHAEL DONOVAN and SHERALYN DONOVAN, his wife, as sellers, entered into a Uniform Real Estate Contract with JORGEN JENSEN and RANDI JENSEN, husband and wife, as joint tenants, as buyers, of Salt Lake, Utah, which contract is delivered herewith, wherein and whereby the said sellers agreed to sell and the said buyers agreed to purchase, upon the terms, conditions, and provisions therein set forth, all that certain land, with the buildings and improvements thereon, erected, situate, lying and being in the County of Wasatch, State of Utah, and more particularly described as follows:

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 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 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 to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

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, 1978 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.
b. That the contract is now in full force and effect and that the unpaid balance of said contract is \$... with interest paid to the ... day of ..., 19...
c. That said contract is assignable.
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.

Paul B. Stanley (WITNESS)
Paul B. Stanley (WITNESS)

Jorgen Jensen
Randi Jensen (ASSIGNORS)
MANDET & PRICE, INC., a Utah corporation
By Ray Mardet V.P. (ASSIGNEES)

#19401607

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

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 21st day of June, A. D., 1978,
 by and between MICHAEL DONOVAN and SHERALYN DONOVAN, his wife
 hereinafter designated as the Seller, and JORGEN JENSEN and RANDI JENSEN, husband and wife,
 as joint tenants
 hereinafter designated as the Buyer, of _____

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Wasatch, State of Utah to-wit: _____ ADDRESS _____

More particularly described as follows:

Beginning at a point 674.2 feet South and 693 feet East and South 0°01'45" East 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 2 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 TWENTY THREE THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars (\$ 23,500.00)

payable at the office of Seller, his assigns or order Michael Donovan strictly within the following times, to-wit: TWO THOUSAND AND NO/100 - - - - - (\$ 2,000.00) cash, the receipt of which is hereby acknowledged, and the balance of \$ 21,500.00 shall be paid as follows:

Payable in monthly installments of \$225.00, or more, including both principal and interest, the first monthly installment being due and payable on the 21st day of July, 1978, and monthly thereafter on the 21st day of each succeeding month until both principal and interest has been paid in full. The Buyers shall make a payment of \$1,500.00, principal only, on or before July 10th, 1979.

Possession of said premises shall be delivered to buyer on the 21st day of June, 19 78

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 _____ date on all unpaid portions of the purchase price at the rate of 9 1/2 per cent (9 1/2 %) 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 Frank C. Ballou and Candice C. Ballou, his wife, by virtue of a Uniform Real Estate Contract, which Contract the Sellers agree to assume and pay as part of the consideration of this with an unpaid balance of \$ _____ Contract _____, as of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except the following (No exceptions)

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the then unpaid contract balance hereunder, bearing interest at the rate of not to exceed Nine and one-half percent (_____%) per annum and payable in regular monthly installments; provided that the aggregate monthly installment payments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such amount 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 that there are no assessments against said premises except the following:
(No exceptions)

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

12. The Buyer agrees to pay the general taxes after 1978. Taxes for the year 1978 shall be 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 \$ 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 1/4 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 30 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 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
- B. 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
- C. 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.

17. 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 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 first above written.
Signed in the presence of

 Michael Brown
 Seller

 Randy Jensen
 Buyer

Approved Form:

BLANK NO. 108—U GEM PRINTING CO. — 1977

To

Uniform Real Estate Contract

No.

#1240/609

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

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 1st day of December, A. D., 1977,
 by and between FRANK C. BALLOU and CANDICE C. BALLOU, his wife
 hereinafter designated as the Seller, and MICHAEL DONOVAN and SHERALYN DONOVAN, his wife, as
joint tenants with full rights of survivorship and not as tenants in common
 hereinafter designated as the Buyer, of Heber City, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
 and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
 the county of Wasatch, State of Utah, to-wit: _____ ADDRESS _____
 More particularly described as follows:

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 2 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 SIXTEEN THOUSAND AND NO/100 Dollars (\$ 16,000.00) payable at the office of Seller, his assigns or order _____ DOLLARS strictly within the following times, to-wit: THREE THOUSAND FIVE HUNDRED & NO/100 (\$ 3,500.00) cash, 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 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 purchase price at the rate of eight & one-half (8.50 %) per annum. The Buyer, at his option 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 None. with an unpaid balance of \$ _____, as of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, 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 then unpaid contract balance hereunder, bearing interest at the rate of not to exceed eight & one-half percent (8-1/2 %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment payments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such amount 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 that there are no assessments against said premises except the following:
None.

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

December 1st, 1977

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 1/4 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 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
- B. 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
- C. 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.

17. 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. 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 first above written.

Signed in the presence of

Mark Bell
Candice Ballou
Seller

Michael Duvon
Shirley Duvon
Buyer

Approved Form:
BLANK NO. 106—O GEM PRINTING CO. — SALT LAKE CITY

To

Uniform Real Estate Contract

No