

1044987

JUN 14 1946

Recorded at Request of

Fannie Cohne

at 1:12 P.M. Fee Paid \$ ¹¹⁰

CORNELIA S. LUND, Recorder, Salt Lake County, Utah

by

Pratt

Dep. Book 110

Page 15

Ref. C-29-160-6

Mail tax notice to

Address

WARRANTY DEED

CHARLES S. MERRILL and MARION MAIER MERRILL, his wife, grantors
of Salt Lake City County of Salt Lake State of Utah, hereby
CONVEY and WARRANT to FANNIE COHNE and CECILIA SIEGEL

grantees
of Salt Lake City County Salt Lake State of Utah
for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration ~~DOLLARS~~

the following described tract of land in Salt Lake County,

State of Utah, to-wit:

Beginning at a point 96.5 feet South from the Northeast corner of Lot 6, Block 34, Plat "F" Salt Lake City Survey, and running thence South 117.2 feet; thence West 158.5 feet; thence North 48.7 feet to the North line of Lot 7 of said Block 34, thence East 76.0 feet; thence North 66 feet; thence East 18 feet; thence North 2.5 feet; thence East 64.5 feet to the place of beginning.

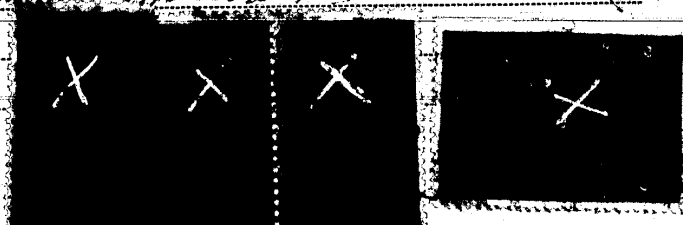
Subject to a perpetual right of way over the following: Commencing 88 feet West of the Southeast corner of Lot 6, Block 34, Plat "F", Salt Lake City Survey, and running thence West 15 feet; thence South 5 feet; thence East 5 feet; thence South 43.7 feet; thence East 98 feet to 13th East Street; thence North 10 feet; thence West 83 feet; thence North 5 feet; thence West 5 feet; thence North 33.7 feet to the place of beginning. Also subject to a right of way over: Commencing at a point which is 48.7 feet South and 98 feet West from the Southeast corner of Lot 6, Block 34, Plat "F" Salt Lake City Survey, and running thence West 60.5 feet; thence North 25 feet; thence East 10 feet; thence South 10 feet; thence East 50.5 feet; thence South 15 feet to the place of beginning.

× Together with a right of way over the following: Beginning at a point 48.7 feet South and 98 feet West from the Northeast corner of Lot 7, Block 34, Plat "F" Salt Lake City Survey, and running thence South 7 feet; thence West 60.5 feet; thence North 7 feet; thence East 60.5 feet to the place of beginning.

WITNESS the hands of said grantors, this 14th day of June A. D. 1946

Signed in the presence of

Charles S. Merrill
Marion Maier Merrill

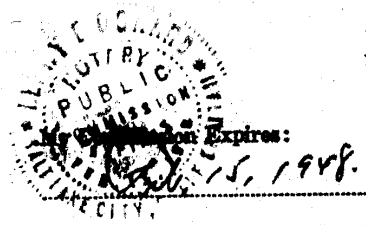


STATE OF UTAH
COUNTY OF Salt Lake

On the 14 day of June A. D., 1946 personally

appeared before me CHARLES S. MERRILL and MARION MAIER MERRILL, his wife,

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



Notary Public

Residing at Salt Lake City, Utah

1045000

This document was prepared at Salt Lake City, Utah this [] day of [] 19[] by and between CHARLES J. MERRILL and MARION MARY MERRILL, husband and wife of Salt Lake City, Utah, hereinafter designated as First Parties, and FANNIE COBINE and CHEVELLA WILSON, of Salt Lake City, Utah, hereinafter referred to as Second Parties, WITNESSETH;

WHEREAS, First Parties are the owners of the Knickerbocker Apartments and Hugo Apartments, located in Salt Lake City, Utah, and are about to sell and convey the said Hugo Apartments to Second Parties and,

WHEREAS, the Hugo Apartments does not have its own heating system and one central natural gas heating unit located in the said Knickerbocker Apartments has heretofore and does now supply heat and hot water to both the Knickerbocker Apartments and the Hugo Apartments.

NOW, THEREFORE, in consideration of the sum of \$1.00 in hand paid each party to the other, receipt whereof is hereby acknowledged, and the further consideration of said sale and of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1. First Parties agree to furnish and supply Second Parties with heat and hot water for the Hugo Apartments from their heating unit in the Knickerbocker Apartments for a period of three years from date hereof, or until such time as Second Parties install heating system in the Hugo Apartments, whichever shall first happen.

WITNESSETH: I, [] Notary Public for Utah, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.

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2. That Second Parties shall pay to First Parties for said heating and hot water their pro rata share of the monthly bills which First Parties receive from the Mountain Fuel Supply Company for gas consumed in supplying heat and hot water for the Knickerbocker Apartments and Hugo Apartments; the exact portion thereof to be hereafter determined by the Mountain Fuel Supply Company, and Second Parties agree to pay said charges to First Parties monthly and within five days upon receipt of notice of the amount thereof from First Parties.

3. That said Knickerbocker Apartments are located at 1280 East South Temple, Salt Lake City, Salt Lake County, State of Utah and more particularly described as follows:

"Commencing at the Northeast corner of Lot 6, Block 34, Plat "F" Salt Lake City Survey, and running thence West 47.5 feet, thence South 84.5 feet, thence West 17 feet, thence South 12 feet, thence East 64.5 feet, thence North 96.5 feet to the place of beginning."

4. That said Hugo Apartments are located at 20 South 13th. East, Salt Lake City, Salt Lake County, State of Utah, and more particularly described as follows:

"Beginning at a point 96.5 feet South from the Northeast corner of Lot 6, Block 34, Plat "F" Salt Lake City Survey, and running thence South 117.2 feet; thence West 158.5 feet; thence North 48.7 feet to the North line of Lot 7 of said Block 34, thence East 76.0 feet; thence North 66 feet; thence East 18 feet; thence North 2.5 feet; thence East 64.5 feet to the place of beginning."

MITON, BERNSTEIN & GRAHAMER
ATTORNEYS AT LAW
404-08 BOSTON BLDG.
SALT LAKE CITY, UTAH

5. Each and all the terms and conditions hereof shall bind the respective parties hereto and shall extend to, bind and inure to the benefit of their respective heirs, executors, administrators, grantees and successors in interest.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day here first above written.

WITNESS:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
First Parties

WITNESS:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
Second Parties

NOTES, REMITTANCE & CHARGES
ATTORNEYS AT LAW
SALT LAKE CITY, UTAH

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On this 14th day of June, A. D. 1946, personally appeared before me, CHARLES E. MERRILL and MARION MAIER MERRILL, husband and wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Handwritten signature]
NOTARY PUBLIC, residing in Salt Lake City, Utah

Commission Expires:

