

M-606

27 deg. 12' West 58 feet; thence South 4 deg. 11' West 575 feet, more or less, to the south line of said quarter section; thence East along said line 260 feet, to the East line of the West half of the Southwest quarter of the Southwest quarter aforesaid; thence North 1320 feet along said line; thence East 860 feet; thence North 500 feet; more or less, to the place of beginning, containing 20.47 acres.

Also, part of the Southeast Quarter of Section 10, Township 2 North, Range 3 East, Salt Lake Meridian, U.S. Survey; beginning at the Northwest corner of said quarter section and running thence East 700 feet; thence South 23 deg. 05' East 150 feet; thence South 47 deg. 53' East 188 feet; thence South 30 deg. 41' East 282 feet; thence South 32 deg. 27' West 50 feet; thence North 65 deg. 00' West 187 feet; thence South 84 deg. 06' West 153 feet; thence North 82 deg. 55' West 134 feet; thence South 44 deg. 24' East 219 feet; thence South 72 deg. 56' East 138 feet; thence South 51 deg. 35' East 212 feet; thence South 10 deg. 00' West 1205 feet; thence South 28 deg. 26' West 139 feet; thence South 16 deg. 23' East 529 feet to the South line of said quarter section; thence West 893 feet to the Southwest corner of said quarter section; thence North 2640 feet, more or less, to the place of beginning, containing 51.65 acres.

The South 1/2 of the Southeast 1/4 and the South 1/2 of the Southwest 1/4 of Section 14, Township 2 North, Range 3 East, Salt Lake Meridian,

The Southeast Quarter (1/4) of Section Twenty-six (26) Township Two (2) North and Three (3) East of Salt Lake Meridian, containing 160 acre more or less.

All of Section Thirty-six (36) in Township Three (3) North, Range Three (3) East of Salt Lake Meridian, containing Six Hundred Forty (640) acres.

The South half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12) in Township Two (2) North, Range Three (3) East of the Salt Lake Meridian, containing eighty (80) acres.

All of Section Thirty-two (32) in Township Two (2) North, Range Three (3) East of the Salt Lake Meridian, containing 626 and 37/100 acres (626.37).

The South half (1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22) in Township Two (2) North, Range Three (3) East of the Salt Lake Meridian, containing eighty (80) acres.

All of Section Thirty-six (36) in Township Two (2) North, Range Two (2) East of the Salt Lake Meridian, containing Six Hundred Twenty-seven and 72/100 (627.72) acres.

Filed for record and recorded Feb. 21 A.D., 1936, at 3:20 o'clock P.M.

Flaurie E. White  
County Recorder

No. 17211.

CONTRACT OF SALE

THIS CONTRACT made in duplicate this first day of May, 1927, by and between CONTINENTAL LIFE INSURANCE COMPANY, of St. Louis, Missouri, party of the first part, and JOHN WILKINSON and ALICE WILKINSON, his wife of Peterson, Utah, parties of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN THOUSAND EIGHT HUNDRED SEVENTY-TWO and 67/100 Dollars \$10,872.67, to be paid as hereinafter provided, and of the covenants and agreements to be performed by said parties of the second part, as hereinafter expressed, hereby agrees to sell to said parties of the second part, all that certain tract or parcel of land lying and being situated in the County of Morgan, State of Utah, described in the following manner, to-wit:

Commencing at the Southeast corner of Section Thirty (30), Township Five (5) North, Range Two (2) East S.L.M., thence running North one hundred and sixty (160) rods; thence West Three Hundred Twenty (320) rods; thence South Seventy-two (72) rods to the County Road; thence Southeasterly along said road to the South Section line of said Section Thirty (30); thence East Two Hundred Sixty-three and Seventy-five hundredths (263.75) rods to the place of beginning, also all of that part of the East half (E 1/2) of Section Thirty-one (31), same Township and Range, lying North and East of the following described line: Beginning at a point on the East line of said Section, Two Thousand (2000) feet North of the Southeast corner of said Section; thence Southwesterly along a certain fence to where said fence intersects the County Road; thence Northerly and Northwesterly along said County road to where the said Road intersects the center line of said Section, containing in said Sections Thirty (30) and Thirty-one (31), Five Hundred and seventeen (517) acres, more or less, except rights of way (two) heretofore conveyed for Power lines; together with five-ninths (5/9ths) of the waters of Cottonwood Creek, and together with all other water and ditch rights, including particularly the high line ditch and rights to the use of the water for irrigating said premises or for domestic use thereon, to which James Thomas and Cortrade Thomas, or the said premises, were on October 16, 1916, or there- after granted, and which were then or thereafter used on said premises; however, evidence of such water and ditch rights, hereditaments and appurtenances there- unto belonging or in any wise appertaining.

M-607

And the parties of the second part in consideration of the covenants and agreements herein contained, agree to purchase from said party of the first part in its present condition the real estate above described and to pay said party of the first part for the same the sum of TEN THOUSAND EIGHT HUNDRED SEVENTY-TWO and 67/100 Dollars (\$10,872.67) in the manner following:

In cash upon delivery of this contract.		
On the first day of December, 1927	\$	500.00
On the first day of December, 1928	\$	500.00
On the first day of December, 1929	\$	500.00
On the first day of December, 1930	\$	500.00
On the first day of December, 1931	\$	500.00
On the first day of December, 1932	\$	500.00
On the first day of December, 1933	\$	500.00
On the first day of December, 1934	\$	500.00
On the first day of December, 1935	\$	500.00
On the first day of December, 1936	\$	6,372.67

With interest on all of said deferred payments herein above specified at the rate of five per cent per annum from May 1, 1927, payable annually on the 1st day of December of each year. All principal and interest shall bear interest from dates due at the rate of ten per cent per annum until paid and all payments are payable at the Home Office of the party of the first part in St. Louis, Missouri, said parties of the second part reserves the privilege of pre-paying all or any part of said deferred payments at any time.

The party of the first part does not, however, guarantee that the above described land is entitled to any of said ditch and water rights, or that said rights furnish a sufficient ditch and water supply, or that a water supply will be furnished by reason of said rights for said land, but agree to convey said ditch and water rights without any covenant to the parties of the second part to sue for or defend the title to said ditch and water rights; nothing herein contained, however, shall prevent the parties of the second part from suing for, acquiring, establishing or defending the title to any of said ditch and water rights at their own expense, but any act of the parties of the second part in so suing for, acquiring, establishing or defending the title to said ditch and water rights, or any of them, shall inure to the benefit of the party of the first part and shall become appurtenant to said lands and revert to the party of the first part in the event of termination of this contract.

It is mutually agreed between the parties hereto that the said parties of the second part shall have possession of said premises on the 1st day of May, 1927.

The parties of the second part hereby covenant and agree to pay all taxes and assessments, ordinary and extraordinary, that maybe levied against said land, or water right or water stock for the year 1927 and thereafter and to keep the buildings on the land insured against fire and tornado in favor of the party of the first part in some solvent standard joint stock fire and Wind Insurance Company, or Companies, to be approved by said party of the first part in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00), distributed as follows, to-wit:

If the parties of the second part fails to pay any taxes, water assessments, insurance premiums or other charges against the premises, then the first party may, at its election, pay the same before or after delinquent and the amount so advanced shall be deemed as a part of the principal of this contract and shall bear interest at the rate of ten per cent per annum from the date advanced until refunded by the parties of the second part. The action of the party of the first part in making any such advances shall not be construed as a waiver of its right to cancel or terminate the contract for non-payment by the parties of the second part of the sums so advanced.

The parties of the second part further covenant and agree to each and every year, in a good-husbandmanlike manner, farm and cultivate all lands heretofore cultivated on said lands and in addition thereto to plant x acres to x and x acres to x and x acres to x, and to keep all buildings, fences and other improvements in good repair and to maintain and keep in good

M-608

repair all ditches, canals, headgates, flumes, pipelines and all other water or irrigation improvements or works, belonging to any or all of said tracts of land, whether located on any or all of said tracts of land or other lands.

The parties of the second part further agree that they will not assign this contract, nor any part thereof, nor interest therein, without the written consent of the party of the first part; nor will they make any mortgage on the crops grown on the land, herein above describe, or the rents, issues or profits thereof, during the life of this contract, to any person or persons other than the first party without the written consent of the first party, and will during each year of the life of this contract execute and deliver to the party of the first part a mortgage on all crops raised on said lands, to further secure the taxes, water ditch or canal assessments, interest and yearly payments due under this contract.

The said party of the first part further covenants and agrees with said parties of the second part that upon the faithful performance by said parties of the second part of the covenants and agreements contained in this contract, and upon the payment of the full amount of the deferred payments hereinabove named, together with all accrued interest and taxes and assessments paid or advanced by said party of the first part, will execute and deliver a special warranty deed, conveying to the said parties of the second part, their heirs or assigns, the within described real estate, subject to all existing rights of way.

If the parties of the second part shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above limited, and likewise to perform and complete all and each of the agreements and stipulations aforesaid, without any failure or default, time being the essence of this contract, then this contract shall, from the date of such failure or default, be null and void, and all the rights and interests hereby created, or then existing, in favor of the parties of the second part, or derived under this contract, shall cease and determine, and the premises hereby contracted shall revert in the party of the first part without any declaration of forfeiture or act of reentry or without any other act by the party of the first part to be performed and without any right in said parties of the second part of réclamation or compensation for moneys paid or improvements made, as absolutely, fully and perfectly as if this contract had never been made and it is further agreed that immediately upon the failure of the parties of the second part to make the payments aforesaid, or any of them, or perform any of the agreements and stipulations aforesaid, all previous payments shall be deemed to be and actually constitute the rental value of said premises while in the possession and occupation of the parties of the second part and shall be retained as such by the party of the first part, and no part thereof shall be refunded or returned to the parties of the second part; the said payments include not only the payments aforesaid but all taxes and assessments of every nature against said premises and all water rates, water stock assessments and ditch and canal maintenance charges of every kind, whether previously paid by the parties of the second part or not, and then and thereupon the relation of landlord and tenant shall arise between the parties hereto for one year from the first day of December immediately preceding the date of default and the parties of the second part shall pay rent at the rate of \$500.00 for occupying the premises from the said 1st day of December, to the time of default, such rent to be due and collectible immediately upon such default.

The parties of the second part reserves the privilege of prepayments in the amount of \$50.00, and in the event of such payments made in advance of their due date, it is understood that proper interest deductions are to be made on said advance payments.

The parties of the second part agree to pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by the party of the first part in enforcing the provisions and stipulations of this contract.

This contract shall be binding upon the successors and assigns of the parties

M-609

of the first part and the heirs, representatives, administrators and executors of the parties of the second part.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

CONTINENTAL LIFE INSURANCE COMPANY

By Ed. Muir Vice-President

Party of the First Part.

John Wilkinson

Alice Wilkinson

Part of the Second Part.

ATTEST:

J. W. Miller  
Assistant-Secretary

Witnesses of Signatures of Second Part.

Corporate Seal Affixed

Filed for record and recorded Feb. 25 A.D., 1936, at 11 o'clock A.M.

*Flaurie E. white*  
County Recorder

No. 17212.

WARRANTY DEED

BYRON PORTER and MARY R. PORTER, his wife, grantors of Morgan, County of Morgan, State of Utah, hereby CONVEY AND WARRANT to --GLENDON C. PORTER-- grantee of Morgan, County of Morgan, State of Utah, for the sum of One and No/100 Dollars and other considerations the following described tracts of land in Morgan County, State of Utah:

Parcel 1.

In the Southeast quarter of Section 2, Township 3 North, Range 2 East of the Salt Lake Meridian, Beginning at a point 11.24 chains North of the Southwest corner of the Southeast quarter of said Section 2, and running thence North 76° East 7 chains to the East side of the County Road; thence North 23°30' West 95 links; thence North 88°40' East 24.75 chains to the center of Canyon Creek; thence down said Creek near course North 3 chains; thence North 35°50' West 8.12 chains; thence South 79°45' West 23 chains to County Road; thence follow same course South 79°45' West 3.60 chains; thence South 8.76 chains to place of beginning, containing 24.50 acres, or 20.25 acres below the County Road, 75/100 acres County Road and 2.50 acres above said County Road. (Surveyed and Platted by H. G. Clark, County Surveyor December 31st, 1925)

*Enclosure made by Byron Porter*

Parcel 2.

Located in Section 10, Township 3 North, Range 2 East of the Salt Lake Base and Meridian, beginning 10 chains South of the Northeast corner of said Section 10 and running thence South 30 chains; thence West 60 chains; thence North 9° West 19.75 chains; thence East 53 chains; thence North 45° East 14.84 chains to place of beginning, containing 120 Acres.

Parcel 3.

In Section 2, Township 3 North, Range 2 East of the Salt Lake Base and Meridian, beginning at the Southwest corner of said Section 2, and running thence North 20 chains; thence East 20 chains; thence South 15.50 chains; thence South 45° West 6.36 chains; thence West 15.50 chains to place of beginning, containing 39 acres, more or less.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights and ditch rights used in connection with said lands, also a right of way across the SE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of Section 2, Twp. 3 North, Range 2 East. The Grantee herein assumes the mortgages against this property and agrees to pay the same.

Witness, the hands of said grantors, this 31st day of December, A.D. 1935.

Signed in the presence of  
Flaurie E. White

Byron Porter  
Mary R. Porter

STATE OF UTAH )  
                  ) ss.  
County of MORGAN )

On the 31st day of December, A.D. 1935 personally appeared before me Byron Porter and