

UTAH COUNTY MORTGAGE RECORD, No. 239

in whole or in part without their consent. Any part of this note may be paid at any time and interest will cease on such payments from date of payment.

80 cents in U. S. Revenue on original note  
duly cancelled. Thomas M. Anderson  
Josephine Anderson

Also to secure the payment of any and all claims or demands now due or to become due, now or hereafter contracted or incurred with the said mortgagee or the holder hereof, from time to time, may have or hold against the mortgagors or either of them, whether as maker, surety, partner or otherwise, and whether contracted directly with or purchased by the holder hereof; said additional amount, however, not to exceed two times the amount of the note hereinbefore set out.

The mortgagors agree to pay all taxes and assessments on said premises, and \$ reasonable attorney's fees, in case suit is brought to collect the debt hereby secured and to keep said premises free from Mechanic's liens, and to keep the improvements thereon constantly insured in some responsible fire insurance company satisfactory to said mortgagee, successors or assigns for \$\_\_ until said note is paid, the insurance policy to be delivered to said mortgagee, successors or assigns, who are empowered to collect the same and apply the proceeds to the payment of this note. And if said mortgagors fail to maintain such insurance or pay such taxes and assessments when due, or keep off Mechanic's liens, then said mortgagee, successors and assigns, may at its option declare said note and mortgage immediately due and payable and proceed by law to foreclose this mortgage, or said mortgagee, successors or assigns, may, if it so elects, pay said taxes, assessments, liens, or cost of insurance and the amount so paid with one per cent interest per month shall be secured hereby, and all notice of intention to exercise such option or election is hereby expressly waived.

If said property is left vacant, said mortgagee, successors and assigns are authorized to occupy same to keep the insurance valid, and prevent damages to the property.

The recording and satisfaction of this mortgage shall be at the cost of the mortgagor.

WITNESS, the hands of said mortgagors, this first day of April A. D. one thousand nine hundred twenty-four.

Signed in the presence of I. E. Brookbank  
State of Utah )  
County of Utah ) ss.  
Thomas M. Anderson  
Josephine Anderson

On the first day of April A. D. one thousand nine hundred and twenty-four personally appeared before me Thomas M. Anderson and Josephine Anderson, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

(SEAL) I. E. Brookbank  
Notary Public  
Provo, Utah.

Commission expires April 26, 1924.

GENEVIEVE RICHARDSON COUNTY RECORDER.

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Entry No. 2100 Filed Apr. 3, 1924 at 9:35 A.M.

PARTY WALL AGREEMENT

This AGREEMENT, made this 3rd day of April, 1924, by and between Schofield Auto Company, a corporation, of Provo, Utah, and J. W. Danzerfield, of the same place,

WITNESSETH:

That, whereas, Schofield Auto Company, a corporation, is the owner of the following described property, to-wit:

Commencing 73 feet 4 inches South from the Northeast corner of Block 68, Plat "A",

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Provo City Survey of Building Lots; thence South 25 feet 8 inches; thence West 104 feet; thence North 25 feet 8 inches; thence East 104 feet to place of beginning.

and,

Whereas, abutting said property on the north is the following described property owned by J. W. Dangerfield, to-wit:

Commencing 47 feet 4 inches South of the Northeast corner of Block 68, Plat "A", Provo City Survey of Building Lots; running thence South 26 feet; thence West 104 feet; thence North 26 feet; thence East 104 feet to the place of beginning.

and,

Whereas, Schofield Auto Company is the owner of a wall commencing on the east property line of the above described properties and running west on the division line between said properties for a distance of sixty feet; and,

Whereas, said J. W. Dangerfield is desirous of continuing said wall west on said division line for a distance of thirty-eight feet; and,

Whereas, the parties to this agreement desire to have said wall for the entire distance of said ninety-eight feet declared to be a party wall; now, therefore,

In consideration of the premises, said parties heroby mutually grant and covenant each for himself and his successors, heirs and assigns to and with the other, and his successors, heirs and assigns that said J. W. Dangerfield, or his heirs or assigns may build a party wall of the same quality, kind and thickness as the party wall now constructed on the boundary line between the said estates, running west from the present constructed wall between said estates, which said wall and the continuation thereof, said J. W. Dangerfield, his heirs and assigns shall have a right to use as herein provided.

In consideration of the granting to said J. W. Dangerfield by the Schofield Auto Company of a one-half interest in the sixty foot wall as at present constructed and of allowing said J. W. Dangerfield to continue said wall west for a distance of thirty-eight feet said J. W. Dangerfield, his heirs or assigns, hereby, grants to said Schofield Auto Company a one-half interest of, in and to the wall so to be constructed by said J. W. Dangerfield on the division line aforesaid, and also agrees to pay to Schofield Auto Company the sum of \$211.50 and the sum so to be paid shall, until paid, remain a charge upon the land of the said J. W. Dangerfield above described.

It is further agreed between the parties hereto that either party hereto, his successors, heirs or assigns, may extend said wall vertically, or may re-build the same in case of the partial or total destruction thereof; and when any portion of any wall so extended or re-built shall be used by the party, or by the successors, heirs or assigns of the party by whom the portion of the wall so used was constructed he or they shall pay to the party who constructed the same, or to his successors, heirs or assigns one-half of the value, at the time of such use, of the whole thickness of the portion of such wall, including the foundation thereof, so used by him, it or them, and the sum so to be paid shall, until paid, remain a charge upon the land and the party liable to pay the same; but no covenant herein contained shall be personally binding on any person or persons except in respect of breaches committed during his, its or their title to said estates.

Said parties further covenant for themselves and their respective heirs, successors and assigns, each to and with the other, his heirs-successors and assigns, to observe the above agreement and that the covenants herein contained shall run with the land, but no one is to be responsible except for his acts or defaults while owner.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate, each

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party retaining one of said agreements, this 3rd day of April, 1924, said Schofield Auto Company has signed said agreement pursuant to a resolution of its Board of Directors duly passed by them authorizing the president and secretary to sign the same.

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|--|--------------|---|
| ATTEST: J. L. Schofield<br>Secretary.        | (CORP. SEAL) | SCHOFIELD AUTO COMPANY,<br>A Corporation,<br>By T. L. Schofield<br>Its President. |
| STATE OF UTAH )<br>) SS.<br>COUNTY OF UTAH ) |              | J. W. Danforthfield   |

On this 3rd day of April, A. D. 1924, before me the undersigned, a Notary Public in and for Utah County, State of Utah, personally appeared T. L. Schofield, who being sworn by me, on oath, did say, that he is the President of Schofield Auto Company, the corporation whose name is subscribed to the foregoing instrument; that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said T. L. Schofield acknowledged to me that said corporation executed the same; also personally appeared J. W. Danforthfield, who being also sworn by me on oath, did say, that he is one of the signers of the above instrument who duly acknowledged to me that he executed the same. (SEAL)

My commission expires August 1, 1924. Jacob Coleman  
Notary Public  
Residence: Provo, Utah.

GENEVIEVE RICHARDSON COUNTY RECORDER.

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Entry No. 2120 Filed Apr. 3, 1924 at 4:20 P.M.

## MORTGAGE

George Frank Averett and Emma Averett his wife Mortgagor, of Springville, Utah hereby mortgage to Springville Banking Company "A Corporation" mortgagee of Springville, Utah for the sum of Three thousand \$ DOLLARS the following described tract of land in Utah County, State of Utah:

Commencing at a point 8 chains south of the north west corner of the north east quarter of Section 6, Township 8 South, Range 3 East of the Salt Lake Meridian; thence west 6.32 chains; thence south 10 chains; thence East 20 chains; thence North 10 chains thence West 13.68 chains to place of beginning. Area 20 acres.

Also Commencing 13.90 chains north of the southeast corner of Section 30, Township 7 South, Range 3 East of the Salt Lake Meridian; thence south 89° 45' West 5.51 chains thence south 0° 45' West 9.41 chains; thence East 10.38 chains; thence North 9.43 chains; thence West 4.75 chains to place of beginning. Area 9.73 acres.

THIS MORTGAGE is given to secure the following indebtedness:

\$3,000.00 COPY Springville, Utah March 1, 1924.

Six months after date, for value received, we, or either of us promise to pay to the order of SPRINGVILLE BANKING COMPANY, at SPRINGVILLE, UTAH, Three thousand \$ Dollars, in United States Gold Coin, with interest payable quarterly at the rate of eight per cent per annum from date until paid both before and after judgment or decree. Default in the payment of any installment of interest shall mature the entire indebtedness, at the option of the holder of this note, and if after default, this note is placed in the hands of an attorney for collection, we hereby agree to pay the reasonable attorney's fee of such attorney. The makers of this note, for value received, hereby waive demand, notice of non-payment, protest and extension.

60¢ I R Stamps attached and cancelled. Frank Averett  
Emma Averett  
Due No. Secured by

The Mortgagor agree to pay all taxes and assessments on said premises, and the sum of DOLLARS attorney's fees in case of foreclosure.

*Verification made by printer 1 of the printed matter, the original record, and the original instrument, and the same are correct and true.*  
1307  
In presence of  
Myself  
James E. Smith  
G. H. Johnson  
D. B. Johnson