

of San Francisco, residing therein, duly commissioned and sworn, personally appeared, John F. Evans and Kate P. Evans (his wife) known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

As Witness Whereof I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this Certificate first above written.



Flora Hall Notary Public  
In and for the City and County of San Francisco,  
State of California.

Recorded at request of C. P. Judd, June 16, 1909, at 1:24 P. M., in "7-U" of Deeds, Pages 455-456.

Abstracted in G.S. Page 45, Line 11.

Recording fee paid, \$1.10

(Signed) F. J. Jacques, Recorder, Salt Lake County, Utah. By C. E. Collett, Deputy

38-22

#257209.

Warranty Deed.

I, Wm. Summerhays and Mary M. Summerhays, his wife, and Robert Morris and Sarah E. Morris, his wife, grantors, all of Salt Lake City, Salt Lake County, Utah, hereby convey and warrant to Isaac Sorenson, grantee, of Logan, Cache County, Utah, for the sum of Five Thousand Five Hundred Dollars the following described tract of land in Salt Lake City, Salt Lake County, Utah:

Commencing at the northeast corner of Lot seven, Block twenty-nine, Plat A, Salt Lake City Survey, and running thence south along the east line of said lot, 35.55 feet to the center of a railway spur; thence westerly along the center of said railway spur (said spur having a 220° curve and the vertex of said curve being to the south), 175.1 feet to the end of curve; thence southwesterly along the center of said spur 20.9 feet to a point on the west line of the east half of said lot seven; thence north 132.45 feet to the north line of said lot; thence east along the said north line 165 feet to the place of beginning.

Expressly Excepting And Reserving from the said lands unto the grantors, their heirs and assigns and grantees, as appurtenant to the lands and every part thereof now owned by the grantors adjoining the above described land on the south, a right of way over an eight-foot strip from and along the south side of the lands first above described and extending from the east line to the west line thereof, and having the same curvature as the south line of the land above described and lying immediately north of the south line thereof, for the purpose of constructing and perpetually operating and maintaining a standard gauge railroad track and for the purpose of running cars over and across the said strip of land and every part thereof and for the purpose of loading and unloading the said cars on every part of the said right of way.

The grantors also convey to the grantee a right of way over and across an eight-foot strip of land immediately adjoining the above described lands on the south, and extending from the east line to the west line thereof, which strip of land shall have the same curvature as the said south line of the lands above described, for the purpose of constructing and perpetually operating and maintaining, in conjunction with the grantors, a standard gauge railroad track, and for the purpose of running cars upon and across the said strip of land and every part thereof and for the purpose of unloading and loading cars on every part thereof.

The grantors also convey to the grantee a right of way for the purpose of ingress and egress with animals, wagons and vehicles of all kinds and for the purpose of a footpath and roadway over and across the following described lands, to-wit:

Commencing at the southeast corner of said lot seven, and running thence west 165 feet; thence north 32.55 feet; thence east 15 feet; thence south 20.55 feet; thence east 150 feet to the east line of said lot; thence south 12 feet to place of beginning.

It is Expressly Understood And Agreed that this deed is made subject to all rights of the Oregon Short Line Railroad Company as acquired by that certain agreement heretofore made by and between the grantors as one party and the said Oregon Short Line Railroad Company as the other party.

Witness, the hands of said grantors this 25<sup>th</sup> day of July A. D. 1908.

Signed in the presence of:  
Lillian Summerhays

J. W. Summerhays  
Mary W. Summerhays  
Robert Harris  
Sarah E. Harris

State of Utah,  
County of Salt Lake. } ss.

On the 25<sup>th</sup> day of July, A. D., 1908, personally appeared before me J. W. Summerhays and Mary W. Summerhays, his wife, and Robert Harris and Sarah E. Harris, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Eugene M. Cannon  
Notary Public.

My commission expires Feby 10<sup>th</sup> 1910.

Recorded at request of James A. & Tr. Co., June 13, 1909, at 1:28 P. M., in 7<sup>th</sup> li of Deeds, Pages 456-457.

Abstracted in "C", Page 74, lines 25 to 27 in.

Recording fees paid, \$20.00

(Signed) J. J. Jacques, Recorder, Salt Lake County, Utah.

#351278.

Trustee's Deed.

This indenture, made this twentieth day of June, 1908, by and between Elmer Hillier of Salt Lake City, Utah, as Trustee and party of the first part, and Mary Davitt MacCard, party of the second part, Witnesseth:

Whereas, Charles Fastabend, a single man, by a deed of trust dated April 1st, 1908, and duly recorded in the records of the County Recorder of Salt Lake County, Utah, in Book "6-A" of Mortgages, page 234, conveyed to Elmer Hillier, trustee, the following described real estate, situate in the County of Salt Lake, State of Utah, to-wit:-

All of lots fifty-three (53) and fifty-four (54) of block nine (9), of City Park subdivision of block twenty (20), twenty-one (21), twenty-eight (28), and twenty-nine (29), in plat "C", Salt Lake City Survey.

As trust, however, to secure the payment of a certain promissory note for four hundred dollars (\$400.00), payable five (5) years after date, with seven (7) per cent interest from date until maturity, payable quarter-annually; and a promissory note aggregating sixty dollars (\$60.00), payable according to the terms stated in said note and in installments as follows; Three dollars (\$3.00) on the first of each August, November, February, and May, until said note is paid in full; both of said notes being of even date with said trust deed and bearing interest at the rate of one (1) per cent per month from maturity until paid, and

Whereas, default has been made in the payment of the interest due on said note of four hundred dollars (\$400.00), on the first day of August and the first day of November, 1908, amounting to fourteen dollars (\$14.00); and, furthermore, default has been made in the payment of the installments of principal due on said installment note of sixty dollars (60.00), due on the first day of August and the first day of November, 1908, of three dollars (\$3.00) each, aggregating six dollars (\$6.00); by reason of which defaults the said note of four hundred dollars (\$400.00) and the installment note of sixty dollars (\$60.00) have by their express terms become wholly due; and the legal holder of said notes has declared the same wholly due; and

Whereas, it was provided in said deed of trust that, should default be made in the payment of said principal promissory note, or either of them, or any part thereof, or interest as thereon provided, then, and in such case, the whole of said principal sum and interest thereon might, at the option of the legal holder of said notes, be declared due and payable, and that the said trustee might on the request of the legal holder of said notes, proceed to sell said described property or any part thereof, at public vendue to the highest bidder (either of the parties to said deed of trust being privileged to become the purchaser at said sale), at any front door of the County Court House of Salt Lake County, Utah, first giving three consecutive weeks public notice of the time, terms, place of sale, and description of the property to be sold, by advertisement once in each week in some newspaper published in said