

UTAH COUNTY MORTGAGE RECORD No. 284

STATE OF UTAH)
COUNTY OF UTAH) SS On the 9th day of February, A. D. one thousand nine hundred and twenty nine personally appeared before me Sarah A. Barrett the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires March 26, 1932. J. Elmer Jacobsen Notary Public (NOTARY SEAL) Residing at Provo, Utah

INEZ JESSE COUNTY RECORDER

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Entry No 307 Filed Jan 14 1930 at 2:40 P.M.

PARTY WALL AGREEMENT

This Agreement made and entered into this 25th day of December 1929, by and between SCHOFIELD AUTO COMPANY a Corporation, of Provo City, Utah, known as First party and GEORGE A. STARTUP AND EMMA DUNN STARTUP, his wife, of Provo City, Utah, known as Second Parties, WITNESSETH:

That, whereas, said first party is the owner of the following described property, to-wit:

Commencing 73 feet and 4 inches South from the North East corner of Block 66, Plat "A" Provo City Survey of Building Lots; thence South 25 feet 8 inches; thence West 100 feet; thence North 25 feet 8 inches; thence East 100 feet to place of beginning.

and, WHEREAS, said second parties are the owners of the property adjoining said above described property on the South; and,

WHEREAS, said first party now has constructed on said above described property, a one-story brick building, with basement; and,

WHEREAS, said second parties desire to construct a building on their property South of and adjoining said building belonging to said first party, and also desire to use the South wall of said first party's building, commencing at the East end thereof and extending West for a distance of thirty-five feet, and also desire to extend said portion of said South wall vertically for a distance of thirty-four feet above grade now, therefore,

In consideration of the premises, and of the mutual promises and agreements hereinafter contained it is mutually agreed as follows, to-wit:

Said first party hereby grants unto said second party GEORGE A STARTUP the right to construct said wall on the top of the said South wall of said first party's building as now constructed for a distance of 34 feet vertically an aforesaid and also grants unto said second party GEORGE A STARTUP an undivided one-half interest in the whole of said south wall as the same shall be when extended vertically and for a distance of thirty-five feet running West from the east end of said wall.

In consideration of said grant said second parties grant unto said first party an undivided one-half interest in the extension of the said wall as the same shall be constructed by said second parties; and also said second parties agree to build a valley on the building located on said land belonging to said first party so that the roof of said building will carry the drain water off said building to the West for a distance of approximately thirty-six feet, and said second parties further agree to grant unto said first party an easement or right to run the drain water off from said first party's building on to the land belonging to said second parties adjoining said first party's building on the South.

Said second parties further agree to fill up the windows on the South wall of said building belonging to said first party on the East thirty-five feet thereof with brick and concrete in a good workmanlike manner.

As a further consideration for said grant of said first party said second parties hereby grant and convey unto said first party any and all land that the south wall of said building belonging to said first party now covers, if any, as it is now constructed.

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

IN WITNESS WHEREOF, the parties hereto have signed said Agreement in duplicate, said first party pursuant to a resolution of its Board of Directors, and said second parties have signed said agreement the day and year first above written.

Attest: J.L.Schofield (No Corp.Seal) Secretary SCHOFIELD AUTO COMPANY, a Corporation By T.L.Schofield Its' President First Party

Signed in the presence of Thelma Kay George A.Startup Emma Dunn Startup

UTAH COUNTY MORTGAGE RECORD No. 284

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

On this 28 day of December A.D. 1929, 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 before me George A. Startup and Emma Dunn Startup, his wife, who being sworn by me on oath did say, that they are two of the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires May 19, 1931 (NOTARY SEAL)

David Reese Notary Public
Residing at: Provo City, Utah

INEZ JESSEE COUNTY RECORDER

Entry No 316 Filed Jan 15 1930 at 11:55 A.M.

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made in duplicate, this 16th day of October A.D. 1929, by and between **SHERNEY SHEYA** and **ROSE SHEYA**, husband and wife, and **AMMON SHEYA** and **MAZIRA SHEYA**, his wife of Provo City, County of Utah, State of Utah, hereinafter called the Sellers, and **FRED C. SNOW**, and **SOPHIA SNOW**, his wife, and **HOMER F. SNOW** and **VAN BOREN SNOW**, both single, of Hedmond, Sevier County, State of Utah, hereinafter called the Buyer, WITNESSETH: The Sellers in consideration of the covenants and agreements on the part of said Buyer hereinafter contained agrees to sell and convey to said Buyer, and the said Buyer agrees to purchase the following described real estate situated in the City of _____ County of Utah, State of Utah, to-wit:

Commencing 1315.35 ft. W. and 591 ft. N. of S.E. cor. Sec. 30, in Tp 4 S. R. 3 E. S. 1. B. & M. th N. 50 rods; th E. 40 rds. 7 ft; th S. 49 rods 14.33 feet; thence S 47° 45' W. 3.85 ft; th W. 40 rds 4.62 ft., to place of beginning. Containing 12.63 acres, more or less. Subject to a right of way beginning 1326.5 ft. South of center of Sec. 30 T 6 S. R 3 E S 1 B & M, th S. 24 ft. th E. 1324.65 ft., th S. 74 ft. th E. 30 ft., th N 98 ft., th W 1354.65 ft. to place of beginning.

Also beginning 1834.14 ft. S. and 462 ft. E of center of Sec. 30, T 6 S. R 3 E. S. 1. Base & Meridian. th N. 495.64 ft., th E. 858 ft., th S 495.64 feet; th West 858 feet to pl. beg. containing 10.52 acres, more or less.

Also commencing 1423 ft. S. of N.E. Cor. S.E. 1/4 of Sec. 30 T 6 S R 3 E. S. 1. M. th W. 10 chs., th S. 12 bhs., th NE 379 feet; thence North 4.50 chs. to beginning. Area 8 acres.

Also 12 shares of stock in Rook Canyon Water & Irrigation Company.

That said Buyer hereby agrees to pay to the order of Sellers for said described real property the sum of Six Thousand and No/100 Dollars, payable at Provo City, Utah, or order, strictly within the following times, to-wit: Four Hundred and No/100 Dollars cash, the receipt of which is hereby acknowledged and six hundred and No/100 Dollars, or more, on or before the fifteenth day of October 1930, and Four Hundred and No/100 Dollars, or more, on or before the fifteenth day of each and every October thereafter until the sum of Six Thousand and No/100 Dollars has been fully paid, together with interest at the rate of seven per cent per annum from date until paid. Said interest payable annually. Said above annual payments to apply on principal, and interest is payable in addition to said payments. The payment of \$600 due Oct. 15, 1930, is secured collaterally by a note and chattel mortgage on the crops on said land.

Assessments on water stock shall be paid by buyers beginning with the year 1930.

Interest to be computed on unpaid balance of principal as each payment thereon is made. The Seller warrant that there are no delinquent or unpaid taxes, general or special, prior to and including the year 1929, and Buyer agrees to pay all taxes and assessments of whatever nature, special or general, which have been or will be assessed beginning with the taxes for the year 1930 or which may become due after this date against said premises during the life of this agreement. And if the buyer should fail to pay any taxes or assessments as herein specified, the Seller may pay them and all moneys so paid shall become a debt against the buyer, and the Buyer will, on demand, repay to the Seller, in Gold Coins, all moneys paid by the Seller for such taxes or assessments of any kind, with interest thereon, from the date of payment until paid, at the rate of twelve (12) per cent per annum, and said payments shall be secured by this contract.

It is further agreed that the Seller shall have the right to execute and deliver to said Buyer, a Warranty Deed to the said property at any time before final payment has been made, and said Buyer agrees on demand to execute and deliver to said Seller notes for the balance due on this contract, and agrees to execute and deliver a mortgage covering said real estate, in form acceptable to said Seller securing the said notes.

The Buyer further agrees upon written request from the Seller to make application to any local Building and Loan Society for a loan of such amount as can be procured under the regulations of said Society, and hereby agrees to apply any amount so received on the purchase price hereunder, and that he will execute the papers required and pay the expenses necessary in obtaining said loan.

It is understood and agreed that the Buyer is of legal age and that said realty has been inspected by the Buyer or the Buyer's duly authorized agent, that the same is and has been purchased by the Buyer as a result of said inspection and not upon any representation made by the Seller, or any selling agent or other agent of the Seller, and the Buyer hereby expressly waives any and all claims for damages by

Released See Book 272 - Page 602