

of said contract between said W. O. Cushing and the undersigned McPhee & McGinnity Company.
 WHEREFORE, the undersigned McPhee & McGinnity Company gives notice of its intention to hold and claim a lien upon the above described real property including the building erected thereon for the value of the above mentioned materials furnished and delivered as aforesaid in the sum of \$153.01, together with interest thereon from September 27th, 1923.

MCPHEE & MCGINNITY COMPANY,
 By: F. D. Cummings
 Manager.

STATE OF UTAH, :
 COUNTY OF SALT LAKE :SS.

I, F. D. Cummings, being first duly sworn on oath say that I am an officer, to-wit: Manager of McPhee & McGinnity Company, a corporation, and make this verification on its behalf, that I have signed the name of McPhee & McGinnity Company to the foregoing claim of mechanics' lien for and on its behalf and said McPhee & McGinnity Company is the signer of the same, that I have read all of the foregoing claim of lien and know its contents and the statements therein contained are true of my own knowledge.

Subscribed and sworn to before me this 5th day of November, 1923.
 My commission expires
 October 7 1926

H. A. Smith Jr.
 Salt Lake City, Utah
 State of Utah.
 Commission expires
 Oct. 7, 1926.

F. D. Cummings
H. A. Smith Jr.
 Notary Public residing at
 Salt Lake City, Utah.

Recorded at request of McPhee & McGinnity Co Nov 5 1923 at 11:20 A. M. in bk 3-U of L & L pages 83-84.
 Recording fee paid \$1.30. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by Zina W. Cummings Deputy. C-23, 140, 41.

a.k.
 R.M.

500829

We, the undersigned, mutually agree to extend the above contract for the period of 7 months on the terms contained in said contract.

Witness:
 J. E. Openshaw

Charles Felt
I J Starbuck

This Extension refers to to Contract # 484494 Recorded in \$S L & L pp 290. Recorded Feb'y 1st 1923.
 State of Utah)
 County of Salt Lake)SS.

Subscribed and Sworn to before me this 19th day of Oct 1923

J. E. Openshaw,
 Notary Public.
 Salt Lake County,
 Utah. SEAL

J. E. Openshaw
 Notary Public
 My commission expires 4/17/1927

Recorded at request of Isaac J. Starbuck Nov 5 1923 at 1:49A. M. in bk 3-U of L & L page 84. Recording fee paid 70¢ (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by R G Collett, Deputy. D-23, 32, 20.

a.k.
 R.M.

500840

Chief Engineer's
 Deed No. 6780

EASEMENT

THIS INDENTURE, made this 20th day of July A. D. 1923, between the Linde Air Products Company-Pacific Coast, a corporation of the state of California, Grantor, and the Oregon Short Line Railroad Company, a corporation of the state of Utah, Grantee,

WITNESSETH, that the said Grantor, for the sum of One and no/100 Dollars, hereby grants and conveys unto the said Grantee, and to its successors and assigns, a perpetual easement to the sole and exclusive use, for a right of way for its present spur track of the following described land in Salt Lake City, Salt Lake County, Utah, to-wit:

A strip of land eight and five-tenths (8.5) feet in width over and across the west eighty-two and five-tenths (82.5) feet of Lot Two (2), and all of Lots Three (3) and Four (4) of Block Eight (8), Plat "A" Salt Lake City Survey, and more particularly described as follows:

Beginning at a point in the center line of said spur track, said point being eighty-two and five-tenths (82.5) feet west and one hundred fifty-one and one-hundredth (151.01) feet north of the Southeast corner of said Lot Two (2); thence West along said center line of spur track two hundred ninety-nine and nine-tenths (299.9) feet; thence Northwesterly along a curve to the right with a radius of four hundred seventy and fifty-three hundredths (470.53) feet, for a distance of one hundred thirteen and eighty-two hundredths (113.82) feet, to a point in the West line of said Lot Four (4); thence South along the West line of Lot Four (4), eight and seventy-eight hundredths (8.78) feet; thence Southeasterly along a curve to the left with a radius of four hundred seventy-nine and three hundredths (479.03) feet, for a distance of one hundred thirteen and sixty-eight hundredths (113.68) feet; thence east along a line which is eight and five-tenths (8.5) feet southerly from and parallel to said center line of spur track two hundred ninety-nine and nine-tenths (299.9) feet; thence North eight and five-tenths (8.5) feet to the point of beginning.

This conveyance is given to provide a right of way for the construction, operation and maintenance of the aforesaid spur track, and if at any time the said spur track, or any portion thereof, shall be removed from the above described land, then and in that event this conveyance shall become null and void and of no effect between the parties hereto, or their successors or assigns, as to the land from which such trackage may be so removed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its Vice-President and Assistant Secretary, thereunto duly authorized, and its corporate seal to be affixed the day and year first above written.

Linde Air Products Company-
Pacific Coast
 Seal
 1917 SEAL

LINDE AIR PRODUCTS COMPANY-PACIFIC
COAST
 By W F Barrett
 Vice - President.

Attest
 O F. Smith
 Assistant Secretary.

STATE OF NEW YORK)
 COUNTY OF NEW YORK)SS.

On the 20th day of July A. D. 1923, before me, a Notary Public, personally appeared W. F. Barret, to me personally known to be the Vice-President of Linde Air Products Company-Pacific Coast who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of a resolution of its Board of Directors, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

W. E. B.

Margaret Kenny,
Notary Public
New York, SEAL

Margaret Kenny
Notary Public
Residing at New York City

My commission expires:
NOTARY PUBLIC, BRONX COUNTY
Bronx County Clerk's No. 69
Bronx County Register's No. 230
Certificates Filed in New York County
Clerk's No. 147; Register's No. 5155
Commission expires March 30, 1925

Approved as to Form &
Execution
Geo. H. Smith
General Attorney.

State of New York,)
County of New York,) ss.:

No. 54052 Series B Form 2

I, JAMES A. DONEGAN, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that Margaret Kenny whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments; to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 20 day of July 1923

New York
Seal

Jas A. Donegan

Clerk.

Recorded at request of W. R. Armstrong Engr Nov 5 1923 2:52 P. M. in bk 3-U of L & L pages 84-85.
Recording fee paid \$2.00 (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by Zina W. Cummings Deputy. C-11, 16, 11-13.

a.K.
R.M.

500866

This Agreement, Made the eight day of July 1919 Between Peter Nest and Grace F. Nest (his wife) of Salt Lake, County of Salt Lake State of Utah, partys of the first part and John G. Olsen and Katie M. Olsen (his wife) of Salt Lake City, Utah. parties of the second part, Witnesseth:

That in consideration of the sum of Three hundred fifty Dollars in hand paid by said second parties to said first party, said first partys agree that upon the payment to said first parties by said second parties of the further sum of twenty two hundred fifty Dollars, in manner following, to wit: Twenty dollars on the first day of Sept. 1919 and twenty dollars on the first day of each succeeding month thereafter until the whole amount has been paid in full, including six per cent interest on deferred payments, these monthly payments are first to be credited to interest and the balance to principal. It is understood and agreed that if the buyer pays the whole amount within one year from date hereof, that he is to receive A credit of two hundred fifty dollars on the above amount. said first party will convey to said second party, their heirs or assigns, by deed conveying good title, free from incumbrance, and with proper release of dower, all that certain parcel of land situate in Salt Lake County, State of Utah, described as follows:

All of lot 5, which is 25 feet wide and 124 feet long, also the South 17 feet in width and 124 feet in length of lot 4, Block 2, East side addition to Salt Lake City, A subdivision of lots 14, 15- and 16, Block 3, Big Field Survey.

The buyer and seller each to pay one half of 1919 taxes

The buyer is to keep an insurance policy on the house for not less than \$1500. during the term of of this contract. Also to pay all special taxes after this date.

Said first party also agrees to furnish abstracts and searches showing good title to said premises free of incumbrances, for examination by said second party, their heirs or assigns, within 10 days from date hereof.

If said first party be unable to make good title to said premises, they will forfeit and pay to said second part Dollars as liquidated damages.

Said second party in consideration of the premises aforesaid, agrees to purchase and pay for said land said further sum of twenty two hundred fifty Dollars as hereinbefore specified.

Signed and delivered in presence of

Dan Muir

Peter Nest
Grace F Nest
John G Olsen
Katie M. Olsen

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

On the 12 day of July 1919 personally appeared before Peter Nest and Grace F. Nest (his wife) John G. Olsen and Katie M. Olsen (his wife) the signers of the above instrument, who duly acknowledged to me that they executed the same.

Dan. Muir,
Notary Public
Salt Lake County
Utah, SEAL

Dan Muir
Notary Public.

My commission expires
Aug. 24-1920

Recorded at the request of John G. Olsen, Nov 6, 1923 at 10-40 A.M. in Bk. 3-U of L & L, pg. 85.
Recording fee paid \$1.50 (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by Zina W. Cummings, Deputy. S-17-15-27.

a.K.
a.K.

500868

State of Utah,)
County of Salt Lake) SS.

Rosalind M. Mortensen, being first duly sworn on oath deposes and says, that she is the same person as Rosalind M. Mortensen, named in that certain order confirming purchase and sale, of real property made in the matter of the estate of Elizabeth May, deceased, recorded in Book "2Q" of Liens and Leases, at page 105, in the office of the County Recorder of Salt Lake County, Utah. That in said order it is recited that Fred J. May, the administrator of the estate of Elizabeth May, deceased, purchased under contract bond for delivery of the deed from affiant for the sum of \$2100.00, the following described real estate in Salt Lake County, Utah:-

All of Lot 12, and the North 7 feet of Lot 11, Block 6, Plat "C", J. H. Whalon's Addition, Salt Lake City Survey.

And such alleged contract was and is by said order confirmed approved and declared valid.

That the contract referred to, was made but was never lived up to, or carried out, and by