STATE OF UTAH

I, Alonzo Mackay, Clerk of the Third Judicial District Court of the State of Utah, in and for Salt Lake County, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE MODIFYING FORMER DECREE filed in the case of: ESTELLE HASLAM, VS NEWELL R. HASLAM, CASE NO. 42381 as appeares of record and file in my office.

WITNESS my hand and the Seal of said Court, at Salt Lake City, this 23rd day of July A. D. 1931

DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT SALT LAKE COUNTY STATE OF UTAH

ALONZO MACKAY, By W T Weiler

Clerk Deputy Clerk

Recorded at the request of Ben E. Roberts, July 23, 1931 at 2:57 P. M. in Book #96 of L & L. Pages 179-180. Recording fee paid \$1.10. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by C. T. Forcade, Deputy. (Reference: C-28-78-21:.)

#680393

EASEMENT AND RIGHT OF WAY.

Presented to the Board of Commissioners and approved JUL 21 1931

Ethel Macdonald

CITY RECORDER

THOMAS A. HOWARD and Sarah E. HOWARD, his wife, of Salt Lake County, Utah, GRANTORS, in consideration of the sum of Three Hundred and 00/100 (\$300.00) Dollars, in hand paid by SALT LAKE CITY, receipt of which is hereby acknowledged, hereby bargain, sell, grant and convey to SALT LAKE CITY, a municipal corporation of the State of Utah, its successors and assigns, GRANTEE, a perpetual easement and right of way for water pipeline or conduit purposes over, along and upon a strip of land one-half rod on each side of a center line, the said land being situated in Salt Lake County, State of Utah, and said center line being described as follows, to-wit:

Beginning at a point 765 ft. plus or minus, north and 135 ft. plus or minus east from the S. W. cor. of Sec. 2, T. 2 S., R. 1 E., S. L. B. & M.; thence N. 69° 09' E. 592.5 ft., thence N. 81° 26' E. 321.5 ft., thence N. 63° 15' E. 99 ft., thence N. 81° 43' E. 64 ft., thence N. 70° 23' E. 101 ft., thence N. 62° 33' E. 57 ft., thence N. 42° 22' E. 31 ft., thence N. 61° 55' E. 4 ft. plus or minus to a point 170 ft. plus or minus south of the N. W. cor. of the S. E. 1/4 of the S. W. 1/4 of said Sec. 2;

Also beginning at the east end of the above described center line course namely N. 81° 43! E. 64 ft., running thence S. 68° 23! E. 70 ft. plus or minus to the north bank of the north branch of Spring Creek (Length 1340 ft. plus or minus)

The Grantee shall have all rights and privileges necessary and convenient for the location, construction, repair, maintenance and/or replacement of the said water pipe or conduit, including the right of ingress and egress to, from and over the land of said Grantors for said purposes, including the temporary right to occupy such other land of the said Grantor as may be necessary in the location and construction of said pipeline or conduit.

The Grantee shall do as little damage as possible to the land of the Grantors and will level off the filling for said pipeline and conduit as it may find practicable and accessible, and after such pipeline or conduit is laid said Grantors may use the surface of said right of way and easement for agricultural, pasture or other purposes not interfering or in conflict with the rights and privileges hereby bargained, sold, granted and conveyed.

WITNESS the hands and seals of the said Grantors this 23d day of July, A. D. 1931.

Thos A Howard Sarah. E. Howard

STATE OF UTAH ) (SS. COUNTY OF SALT LAKE )

On the 23rd day of July, 1931, personally appeared before me THOMAS A. HOWARD and Sarah E. HOWARD, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires Oct. 6-1931.

ELSIE M. DEBRAY,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
OCT. 6, 1931.

Elsie M. Debray Notary Public, residing at Salt Lake City, Utah.

Recorded at the request of Salt Lake City Attorney, July 23, 1931 at 3:05 P. M. in Book #96 of L & L. Page 180. Recording fee paid none. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: D-21-5-39.)

#680394

EASEMENT AND RIGHT OF WAY

W. H. DYER and Laura DYER, his wife, THOMAS R.DYER an unmarried man, RICHARD E. DYER and LOUIS S.DYER, of Salt Lake County, Utah, GRANTORS, in consideration of the sum of Two Hundred and 00/100 (\$200.00) Dollars, in hand paid by SALT LAKE CITY, receipt of which is hereby acknowledged, hereby bargain, sell, grant and convey to SALT LAKE CITY, a municipal corporation of the State of Utah, its successors and assigns, GRANTEE, a perpetual easement and right of way for water pipeline or conduit purposes over, along and upon a strip of land one (1) rod on each side of a center line, the said land being situated in Salt Lake County, State of Utah, and said center line being described as follows, to-wit:

Beginning at a point in the boundary fence between the Thomas A. Lovell and the Dyer properties said point being 360 ft. plus or minus east from the N. W. corner of the S. E. 1/4 of the S. E. 1/4 of Sec. 35.T. 2 S. R. 1 E. S. L. B.& M., thence S. 30° 20' East 10 ft., plus or minus, thence S. 18° W. 221 ft., thence S. 35° 07' E. 180 ft., thence S. 19° 13'E.395 ft., thence S. 26° 46' E. 459 ft., thence

S. 8° 58' W. 130 ft. plus or minus, to the south line of the Dyer property. (Length 1395 ft. plus or minus.)

The Grantee shall have all rights and privileges necessary and convenient for the location, construction repair, maintenance and/or replacement of the said water pipe or conduit, including the right of ingress and egress to, from and over the land of said Grantors for said purposes, including the temporary right to occupy such other land of the said Grantors as may be necessary in the location and construction of said pipeline or conduit.

The Grantee shall do as little damage as possible to the land of the Grantors and will level off the filling for said pipeline and conduit as it may find practicable and accessible, and after such pipeline or conduitis laids and Grantors may use the surface of said right of way and easement for agricultural, pasture or other purposes not interfering or in conflict with the rights and privileges hereby bargained, sold, granted and conveyed.

WITNESS the hands and seals of the said Grantors this - day of - , A. D. 1931.

Conclusion Dernaunt # 2209938

BE

.#690<sub>,</sub>

W H Dyer
Laura Dyer
Thomas R Dyer
Richard E. Dyer
Louis S. Dyer

STATE OF UTAH

SS.

COUNTY OF SALT LAKE )

On the  $23^{rd}$  day of July, 1931, personally appeared before me W. H. DYER and Laura DYER, his wife, THOMAS R DYER an unmarried man, and LOUIS\_DYER, some of the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires Dec. 17-1933.

H. WARREN SMITH,

NOTARY PUBLIC

SALT LAKE CITY-STATE OF UTAH.

COMMISSION EXPIRES

DEC. 18, 1933.

H Warren Smith Notary Public, residing at Salt Lake City, Utah.

STATE OF NEVADA ) SS COUNTY OF Clark )

On the 6th day of July, 1931, personally appeared before me RICHARD E. DYER, one of the signers of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires Oct. 13, 1934...

C. L. RONNOW
NOTARY PUBLIC
CLARK COUNTY, NEVADA

C L Ronnow
Notary Public, residing at
-L-61-Las Vegas, Nevada.

Recorded at the request of S. L. City Attorney, July 23, 1931 at 3:06 P. M. in Bk. #96 of L & L. Pgs. 180-81 Recording fee paid None. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy, (Reference: D-21-180-40).

#680397

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of money lent to us and each of us, by the National Copper Bank, now known as Security National Bank, and by Security National Bank of Salt Lake City, Utah, and for the purpose of securing two promissory notes in the total unpaid principal sum of \$14,500.00 made, executed and delivered by us to said bank, which notes are held by it, together with any other sum or sums due or to become due from us or either of us to said bank, we, and each of us, do hereby sell, transfer, quit claim, assign and set over to said Security National Bank all our right, title and interest in and to two real estate contracts, the one being dated April 1st, 1931 and made by and between J. H. Angel and Elizabeth Angel, his wife, sellers, and F. W. Benge and Medora H. Benge, his wife, buyers, covering and providing for the sale and purchase of the following described real estate situate in Salt Lake County, Utah, to-wit:

Commencing 70 feet North of the Southwest Corner of Lot 5, Block 25, Plat "F", Salt Lake City Survey, and running thence North 60 feet; thence East 165 feet; thence South 60 feet; thence West 165 feet, to beginning.

Also:

Commencing Seventy (70) feet north of the Southwest corner of Lot Five (5), Block twenty-Five (25), Plat "F", Salt Lake City Survey, running thence East One Hundred Sixty-Five (165) feet; thence South Fifty (50) feet; thence West One Hundred Sixty-five (165) feet; thence North Fifty (50) feet to the place of beginning.

Also all the apartment houses and garage buildings situate on said land. on which there is now due and payable the principal sum of - Dollars; the other contract being dated May 15, 1930, and made by and between J. H. Angel and Elizabeth Angel, his wife, sellers, and Rosenblum Investment Company, a corporation of the State of Utah, buyer, covering and providing for the sale and purchase of the following described real estate situate in Salt Lake County, Utah, to-wit:

Commencing at the Southwest corner of Lot 1, Block 1, Plat "G", Salt Lake City Survey, thence East 6 rods; thence North 10 rods; thence West 6 rods 132 feet; thence South 10 rods; thence East 132 feet, to the

place of beginning.

Also: Commencing at a point 6 rods East of the Southwest corner of Lot 1, Block 1, Plat "G", Salt Lake City Survey, thence East 7 feet; thence North 10 rods; thence West 7 feet; thence South 10 rods, to the place of beginning.

on which there is now due and payable the principal sum of \$\frac{1}{2} - \frac{1}{2}\$, together with the right in said bank to collect any and all sum or sums due or to become due and payable by and under the terms of said real estate contracts, or either of them, and to apply said sum or sums to the payment of said promissory notes, or any of them, or any renewal of the same, or any other sum or sums due or to become due from us, or either of us, to said National Copper Bank, in the sole discretion of said bank.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names at Salt Lake City, Utah, on the

13 day of May, 1931.

J. H. Angel Elizabeth Angel

STATE OF UTAH

) • SS.

County of Salt Lake

On the 13th day of May, 1931, personally appeared before me, J. H. Angel and Elizabeth Angel, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

W. S. BARTON,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
JAN. 27, 1934.

W. S. Barton Notary Public residing at Salt Lake City, Utah.

Recorded at the request of R. C. Wilson, July 23, 1931 at 3:59 P. M. in Bk. #96 of L. & L. Pg. 181. Recording fee paid \$1.50. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy, (Reference: C-19-219-32; C-19-113-31).

#680400

IN THE CITY COURT OF SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH.

UTAH CREDIT ADJUSTMENT ASSOCIATION,

Plaintiff,