

#125 of L. & L.

Recorded at the request of HOME OWNERS LOAN CORP. Mar. 24, 1934 at 1:12 P.M. in Book #125 of L. & L., pages 333-34. Recording fee paid \$1.10. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: C-16-7-2 C-15-231-17 C-43-83-5 103-2 C-33-248-17 S-26-196-4 S-20-200-31. S-25-126-15. S-1-167-7-8. S-13-168-35 S-19-138-42-3. 271-21. S-18-221-43 305-5-6. C-28-259-A-34. Misc. Index #3.)

#728207

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That I. E. W. SMITH, as the duly appointed, qualified and acting Executor of the Last Will and Testament of Joseph Smith, deceased, and acting under authority of that certain Decree of Distribution made and entered on the 14th day of March, 1932, by the Third Judicial District Court of Salt Lake County, State of Utah, in the matter of the estate of the said Joseph Smith, deceased, do by these presents assign, transfer and set over unto HATTIE SMITH, BENNIE SMITH, ISABELLE SMITH, ROSALIE SMITH AND VIRGINA SMITH, share and share alike, that certain Bond for Deed by and between Mary A. Woolley as seller, and Ernest R. Sanders as buyer, dated the 23rd day of January, 1923, covering the following described real property situate in Salt Lake County, State of Utah, to-wit:

Commencing at the Northwest corner of Lot 2, Block 77, Plat "D", Salt Lake City Survey, and running thence South 58 feet, thence East 82 1/2 feet, thence North 58 feet, thence West 82 1/2 feet to the place of beginning. IN WITNESS WHEREOF, I have hereunto set my hand, as said Executor, this 15th day of March, 1932.

STATE OF UTAH)
County of Salt Lake) ss.

E. W. Smith

On the 15th day of March, 1932, personally appeared before me E. W. Smith, who, being by me duly sworn did say: That he is the duly appointed, qualified and acting Executor of the Last Will and Testament of Joseph Smith, deceased, and as such signed and executed the foregoing instrument.

My commission expires
Feb. 16, 1935

H. H. HALLIDAY,
NOTARY PUBLIC SEAL
COMMISSION EXPIRES
SALT LAKE CITY-STATE OF UTAH.

H. H. Halliday
Notary Public, residing at
Salt Lake City, Utah.

Recorded at the request of A. P. Lakin Mar. 24, 1934 at 3:14 P.M. in Book #125 of L. & L., page 334. Recording fee paid \$1.20. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: C-16-6-50.)

#728223

POLE LINE EASEMENT

JOHN E. DOOLY COMPANY, a corporation, and RAYMOND McCUNE and MAUDE McCUNE, his wife, Grantors, hereby CONVEY and WARRANT to UTAH LIGHT & TRACTION COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar, and other good and valuable considerations, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and one guy anchor and eleven poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors in Salt Lake County, Utah, along a line described as follows:

Beginning on South boundary line of grantors' land at South line of Lot 5, Section 35, Township 1 North, Range 1 West, Salt Lake Base & Meridian, at North fence line of Salt Lake Garfield & Western Railroad Company right of way at a point 490 feet, more or less, east from the Southwest corner of said Section 35, thence running North 0° 01' West 2696.2 feet, to North boundary line of said land at North line of Lot 2, of said Section 35, at Jordan River and being in Lots 2 and 5 of said Section 35.

Excepting from the above the right of way of North Temple Street over said land. Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, grees, brush, over-hanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement. WITNESS the hands of the said Grantors this 29th day of December, 1933.

APPROVED AS TO
FORM & EXECUTION
Geo R Corey

JOHN E. DOOLY COMPANY
INCORPORATED 1907
NEW JERSEY SEAL

JOHN E. DOOLY COMPANY
By John E Dooly
Its President
And Richard W. Dooly
Its Secretary

Raymond McCune
Raymond McCune
Maude McCune
Maude McCune

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 2d day of March, 1934, personally appeared before me John E. Dooly and Richard W. Dooly who being by me duly sworn did say: That they are the President and Secretary of John E. Dooly Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said John E. Dooly and Richard W. Dooly acknowledged to me that said corporation executed the same.

F. D. HIGGINBOTHAM
NOTARY PUBLIC SEAL
SALT LAKE COUNTY, UTAH.

F D Higginbotham
NOTARY PUBLIC
Residence: Salt Lake City
My Commission expires
Oct. 12, 1935.

STATE OF)
COUNTY OF) ss.

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA)
CITY OF PARIS, REPUBLIC OF FRANCE) ss

On the 29th day of December, 1933, personally appeared before me Raymond McCune and Maude McCune, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

AMERICAN CONSULATE GENERAL
DEC 29 1933
PARIS FRANCE

AMERICAN CONSULATE GENERAL
PARIS, FRANCE. SEAL

John R Wood
JOHN R. WOOD
Vice-Consul of the United
States of America at Paris,
France

AMERICAN
FOREIGN SERVICE
\$2.00
FEE STAMP

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Frs. 34.00

Residence:---

Robert D Murphy
ROBERT D. MURPHY
Consul of the United States of
America at Paris, France.

APPROVED AS TO
FORM & EXECUTION
Geo R Corey

Recorded at the request of A. E. Buckler Mar. 26, 1934 at 10:18 A. M. in Book #125 of L. & L. Pages 334-5.
Recording fee paid \$1.70. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy.
(Reference: D16-57-12 & 13, S21-226-13 to 15.)

#728226

AFFIDAVIT

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

ED. F. PETERSON being first duly sworn, deposes and says: That he is a citizen of the United States and over the age of twenty-one years.

That he is and at all times mentioned herein was well acquainted with Albert Nelson and Zora Bennion Nelson, his wife, applicants to the Home Owners' Loan Corporation.

That a certain Albert Nelson, who appears as judgment debtor in that certain Interlocutory Decree of Divorce by and between Ruth Virginia Nelson and Albert Nelson, dated April 17, 1931, and docketed April 30, 1931, in Docket 22, page 308, is not the same Albert Nelson, husband of Zora Bennion Nelson, who is, at the date of this affidavit, applying for a loan with the Home Owners' Loan Corporation.

Ed. F Peterson

Subscribed and sworn to before me this 14 day of March, 1934.

My Commission Expires:
Oct 30, 1937.

VIRGINIA SEARE
NOTARY PUBLIC SEAL
COMMISSION EXPIRES
OCT. 30, 1937
SALT LAKE CITY, STATE OF UTAH

Virginia Seare
Notary Public
Residing at Salt Lake City

Recorded at the request of HOME OWNERS LOAN CORP. Mar. 26, 1934 at 10:52 A. M. in Book #125 of L. & L. Page 335.
Recording fee paid 70¢. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy.
(Reference: C28-157-18, Misc. Index #3.)

#728243

UNIFORM REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 12th day of March, A. D. 1934, by and between SHERMAN FARGO, Widower, hereinafter designated as Seller, and LEO C. WORTHEN and EMILIE G. WORTHEN, his wife as joint tenants, not as tenants in common, and to the survivor, hereinafter designated as the Buyer, of Salt Lake City, Utah

WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Salt Lake, State of Utah, to wit:

The North 5 feet of Lot 6, all of Lot 7 and the South 6 feet of Lot 8, Block 2, Westmoreland Place, being part of Block 12, Five Acre Plat "C", known and designated as 1347 So. 15th East Street.

Said buyer hereby agrees to enter into possession and pay for said described premises the sum of THIRTY-FIVE HUNDRED AND NO/100 (\$3500.00) Dollars, payable at office of the Seller in Salt Lake City, Utah, strictly within the following times, to wit: FIFTEEN HUNDRED AND NO/100 - (\$1500.00) - dollars cash, the receipt of which is hereby acknowledged.; Thirty and no/100 (\$30.00) Dollars on the 1st day of May, 1934, and Thirty or more (\$30.00) Dollars on the 1st day of each and every month thereafter until paid in full, both principal and interest.

Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from April 10, 1934 on all unpaid portions of the purchase price at the rate of Seven per cent per annum, payable monthly.

It is understood and agreed that if the seller accepts payments from the buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated. All payments made by the buyer on this contract in excess of the payments herein stipulated, may, at the option of the buyer, be applied on future payments.

The seller is hereby given the option after one year from date hereof to execute and maintain a loan secured by mortgage upon said property of not to exceed \$1500.00 bearing interest at the rate of not to exceed Seven per cent. When the principal has been reduced to the amount of the loan and mortgage, the seller agrees to convey and the buyer agrees to accept title to the above described property subject to said loan and mortgage.

The Buyer agrees upon written request of the Seller to make application to any reliable mutual building society or loan company for a loan of such amount as can be secured under the regulations of said society and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payment required by the building society and otherwise, shall not exceed the monthly payments as outlined above.

The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: No exceptions

The Buyer agrees to pay the general taxes after 1934; 1934 taxes to be pro-rated as of April 10, 1934.

The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller to the amount of three-fourths of their value or (), and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him. Insurance Premiums to be pro-rated as of April 10, 1934.

In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if he elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of one per cent per month until paid.

In the event of a failure to comply with the terms hereof by the Buyer, or upon failure to make any payments when the same shall become due, or within 30 days thereafter, the Seller shall, at his option, be released from all obligations in law and equity to convey said property and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller. It is agreed that time is of the essence of this agreement.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

See Mtg #728226 on BK #728243