

#818883

WARRANTY DEED

Jacob F. Gates, a widower grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to Harvey Harris Gates and Lucie Jenne Gates his wife, as joint tenants and not as tenants in common, with right of survivorship grantees of North Hollywood, California for the sum of Ten & 00/100 DOLLARS, the following described tract of land in Salt Lake County, State of Utah:

Lots. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block 3 Silver Lake Summer Resort
WITNESS the hand of said grantor, this (8") Eight day of September, A. D. 1937

Signed in the presence of
Sabina Clark
Alvin J Jacobson

Jacob F. Gates

STATE OF UTAH,)
County of) ss.

On the 8th day of September, A. D. 1937 personally appeared before me Jacob F. Gates the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires
8th May 1941

JOS. H. SMITH,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
MAY 8, 1941.

Joseph H Smith
Notary Public.
My residence is Salt Lake City

SALT LAKE CITY - STATE OF UTAH

Recorded at the request of Jacob F. Gates, Sep. 21, 1937, at 3:31 P.M., in Book #212 of Deeds, Page #11.
Recording fee paid \$.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy.
(Reference: S-25,147,6.)

#818884

WARRANTY DEED

Jacob F. Gates, widower grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to Franklin Young Gates and Florence Keat Gates his wife, as joint tenants and not as tenants in common, with right of survivorship grantees of Salt Lake City, Utah for the sum of Ten & 00/100 DOLLARS, the following described tract of land in Salt Lake County, State of Utah:

Commencing 182 ft S. of the S. E. Cor. of Block 3 Silver Lake Summer Resort, thence South 141 ft, West. 117 ft. N. 112 ft. West. 42, ft, north 29 ft. East 159 ft. to place of beginning 0.71 acres, Being in S.E. 1/4 of N. W. 1/4 of Section 35, T. 2 S. R. 3. East S.L. Meridian.

WITNESS the hand of said grantor, this (8) Eight day of September, A. D. 1937

Signed in the presence of
Bessie Hollings

Jacob F. Gates

STATE OF UTAH,)
County of) ss.

On the 8th day of September, A. D. 1937 personally appeared before me Jacob F Gates the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires
8th May 1941

JOS. H. SMITH,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
MAY 8, 1941

Joseph H Smith
Notary Public.
My residence is Salt Lake City

SALT LAKE CITY-STATE OF UTAH

Recorded at the request of Jacob F Gates, Sep. 21, 1937, at 3:32 P.M., in Book #212 of Deeds, Page #11.
Recording fee paid \$.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy.
(Reference: D-31,294,40, S-25,149,33.)

#818668

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE ESTATE)
OF) DECREE OF FINAL DISTRIBUTION.
JOSEPH P. MEGEATH, DECEASED.)

Tracy Loan & Trust Company, the executor of the estate of Joseph P. Mcgeath, deceased, having on the 6th day of August, 1937, rendered and filed in this court its Seventh and Final Account as executor, together with a petition praying for the allowance of said account and that the residue of said estate be distributed to said Tracy Loan & Trust Company as trustee and for final settlement of its administration of said estate and said matter coming on regularly to be heard this 8th day of September, 1937, and it duly appearing to the court, as the court now finds, that due and legal notice of the settlement of said account and of the time and place of hearing the same and of the hearing of said petition has been given by the clerk of this court as required by law and the order of this court, and it further appearing to the court that the said Joseph P. Megeath died in Salt Lake City, Utah, on to-wit: November 3, 1929, being at the time of his death a resident thereof and leaving an estate therein and elsewhere within the State of Utah and a last will and testament which has been duly admitted to probate by an order of this court heretofore duly made, given and entered and that letters testamentary duly issued to said Tracy Loan & Trust Company and it thereupon duly qualified and entered upon the discharge of its duties as such and has ever since continued to act as such executor.

That, as the court now finds, said executor on to-wit, March 28, 1930, duly published notice to the creditors of the said estate to present their claims against said estate in the manner and for the period prescribed by law and by the order of this court and that more than six years have elapsed since the first publication of notice to creditors, and the time within which creditors were required to present their claims against said estate has long since expired, and an order of due publication of notice to creditors has been duly made and entered herein.

That all of the debts of said deceased and of said estate and all of the specific bequests made by his last will and testament and all of the taxes that have attached to and accrued against said estate, including all inheritance taxes, have been fully paid; and all the expenses of administration of said estate have been fully paid with the exception of a balance due for executor's fees and for attorney's fees for the attorney for said estate. That the probating and settling of said estate including the litigation incident thereto have necessarily involved constant attention and required unusual and extraordinary services from the executor of said estate and from the attorney for said executor and said estate over a long period of time, and the said executor is entitled to additional compensation for such extraordinary services. That the fee fixed by statute for usual and ordinary services of the executor herein would be \$2713.68. That said executor has heretofore received, under orders of this court on account of its services as such, the sum of \$3500.00 and that the additional sum of \$1500.00, making a total fee of \$5000.00 and an excess of \$2286.32 for unusual and extraordinary services, is a

reasonable fee to be allowed said executor and is hereby granted and allowed to it. That said attorney has heretofore received for his services to said estate and said executor in the probating of said estate and in the litigation and other matters incident thereto the sum of \$3500.00 and that an additional sum of \$5000.00 making a total fee of \$8500.00, is a reasonable amount to be allowed said attorney as attorney's fees herein and the same is hereby granted and allowed to him.

That said executor has duly returned full, true and correct inventories and appraisements of all of the estate of said deceased which has come to its knowledge or possession; and that, as the court further finds, the said Seventh and Final Account of said executor is a full, true and correct statement of all receipts and disbursements by said executor since the date of the last annual account filed by it, and that said estate is now in a condition to be closed and said executor discharged from its duties and liabilities as such.

That the residue of said estate still remaining in the hands of said executor for distribution consists of the sum of \$2150.19 cash and the real and personal property, other than cash, mentioned and described in said Seventh and Final Account and hereinafter particularly described.

That no objections have been made or filed to the said Seventh and Final Account or to the said petition for final distribution.

That all the specific gifts and bequests given and bequeathed by said will, to-wit, to bequests to Mrs. E. B. Robertson, a sister of said deceased, and to G. W. Megeath and S. A. Megeath, brothers of said deceased and to Mrs. E. M. Long, Charles W. Newton and Frank P. Stewart have been fully paid and the payment there of by said executor is hereby ratified and confirmed; and that, as the court now further finds, the said Mrs. E. B. Robertson, G. W. Megeath, S. A. Megeath, Mrs. E. M. Long, Charles W. Newton, Frank P. Stewart and Tracy Loan & Trust Company as trustee as hereinafter more particularly set forth, are the sole and only legatees and devisees of said deceased; and whereas, as the court now further finds, by the terms of the last will and testament of said deceased, all of the rest, residue, and remainder of said estate of any and every nature and wheresoever situated remaining after the payment of the said bequests, the debts of said deceased and the expenses of administration, was given, devised and bequeathed to said Tracy Loan & Trust Company in trust to invest the same and pay the income therefrom as hereinafter particularly described; and whereas, as the court now finds, the said Rose Lane died subsequent to the death of said Jopseh P. Megeath; and whereas the said Third Judicial District Court in and for Salt Lake County, Utah, in an action brought by said executor in which it was the plaintiff and the said Mrs. E. B. Robertson, G. W. Megeath, S. A. Megeath, Mrs. E. M. Long, Rose Lane, Ellen Lane, Mrs. V. M. Patterson, Mrs. Mary Crabtree and St. Mark's Hospital were defendants (but in which the First Security Trust Company as special administrator of the estate of Rose Lane, deceased, was substituted as a party defendant for her) heretofore on, to-wit, July 12, 1937, rendered and entered its judgment and decree adjudging and decreeing that the will of said deceased was valid and lawful and properly admitted to probate and that all interest, claim or demand which the said Mrs. E. M. Long, Mrs. E. B. Robertson, G. W. Megeath and S. A. Megeath, or either of them, had in or against said estate have been fully paid to each of them and that neither of them is entitled to any other or further share or interest therein, and that the residue of said estate should be distributed, administered, invested and disposed of as hereinafter particularly specified and set forth,

It is now therefore hereby ORDERED, ADJUDGED and DECREED that all of the rest, residue and remainder of said estate, consisting of said sum of \$2150.19 cash and the following described real and personal property, to-wit:

3783 shares of capital stock of DEER TRAIL MINING COMPANY, evidenced by certificate.

#213 for 3400 shares

#229 for 383 shares

360-4/10 shares of capital stock of DESERET IRRIGATION COMPANY, evidenced by certificate

#990 for 30 shares

#989 for 30 shares

#1233 for 100 shares

#1576 for 83-3/4 shares

#1229 for 6-1/4 shares

#1172 for 83-4/10 shares

#992 for 27 shares

350 shares of capital stock of DUPLEX TRUCK COMPANY, evidenced by certificate

#5758 for 100 shares

#5759 for 250 shares

10,000 shares of capital stock of EUREKA SWANSEA EXTENSION MINING COMPANY, evidenced by certificate

#475

105 shares of capital stock of PARK-UTAH CONSOLIDATED MINES COMPANY, evidenced by certificate

#744

20 shares of capital stock of NEWSON CABLELESS & SAFETY LOCK ELEVATOR COMPANY, evidenced by certificate

#831

190 shares of capital stock of KEITH O'BRIEN COMPANY, evidenced by certificate

#266 for 25 shares

#271 for 25 shares

#272 for 25 shares

#29 for 10 shares

#28 for 10 shares

#30 for 10 shares

#31 for 10 shares

#35 for 10 shares

#34 for 5 shares

#33 for 5 shares

#32 for 10 shares

#27 for 10 shares

#21 for 25 shares

#24 for 10 shares

40 shares of preferred stock of KEITH O'BRIEN COMPANY, evidenced by certificate

#23 for 10 shares

#22 for 10 shares

#25 for 10 shares

#26 for 10 shares

4424 shares of capital stock of VALENTINE BEDDING & MANUFACTURING COMPANY, evidenced by certificate #27

4000 shares of preferred stock of VALENTINE BEDDING & MANUFACTURING COMPANY, evidenced by certificate

#15 for 500 shares

#14 for 500 shares

#13 for 1000 shares

#12 for 1000 shares

#11 for 1000 shares

6500 shares of capital stock of LEAD PRINCE MINING COMPANY, evidenced by certificate

#83 for 4000 shares

#38 for 1500 shares

#65 for 1000 shares

110,000 shares of capital stock of UTAH SILVER COMPANY evidenced by certificate

#60 for 10,000 shares

#81 for 30,000 shares

#83 for 25,000 shares

#59 for 10,000 shares

#37 for 5,000 shares

#212 of Deeds

#33 for 5,000 shares
 #31 for 25,000 shares
 162,110 shares of capital stock of BELCHER COPPER MINING COMPANY, evidenced by certificate
 #84 for 5,000 shares
 #88 for 1,110 shares
 #94 for 5,000 shares
 #97 for 75,000 shares
 #129 for 76,000 shares
 2050 shares of capital stock of SUPERIOR LEASING COMPANY evidenced by certificate
 #123 for 50 shares
 #91 for 2,000 shares
 10,000 shares of capital stock of CONSOLIDATED MINERAL HILLS MINING COMPANY, evidenced by certificate
 #10
 \$1,800 par value of HOME OWNERS LOAN CORPORATION, 2-3/4% Bonds, evidenced by bond
 #T7101-A for \$100 #T930044-D for \$100 #T930045-E for \$100 #X232161-A for \$500 #M561917-H for \$1000
 PROMISSORY NOTES: Promissory note dated December 3, 1924, due ten days after date in the amount of \$100.00 - Interest at the rate of 8% per annum - signed by C. L. Cline and George C. Smith in favor of Joseph P. Megeath. Promissory note dated May 11, 1929 - due ninety days after date in the amount of \$1200.00 - Interest at the rate of 8% per annum - Signed by Utah Silver Company in favor of Thomas Varley and endorsed.
 Promissory note dated May 11, 1929 - due ninety days after date in the amount of \$300.00 - Interest at the rate of 8% per annum - Signed by Utah Silver Company in favor of Chas. C. McGinnis and endorsed.
 Promissory note dated May 11, 1929, due ninety days after date in the amount of \$1200.00 - Interest at the rate of 8% per annum - Signed by Utah Silver Company in favor of Joseph P. Megeath.
 Promissory note dated March 1, 1929 - due sixty days after date in the amount of \$3600.00 - Interest at the rate of 8% per annum - Signed by Utah Silver Company in favor of Joseph P. Megeath.
 Promissory note dated January 13, 1926 - due six months after date in the amount of \$775.00 with interest at 8% per annum- Signed by J. W. Ernest Tomlinson and Ida E. Tomlinson, his wife, in favor of Joseph P. Megeath.
 Promissory note dated May 13, 1927- due four months after date in the amount of \$3333.33-Interest at the rate of 8% per annum- Signed by Superior Leasing Company in favor of J. P. Megeath. The following is endorsed on back of note: "Demand notice and protest waived and time of payment may be extended without my consent." There is a memorandum on note stating: "This note is to be secured by mortgage on dredge." (However, this mortgage was not found in the effects of the deceased.)
 Promissory note dated September 15, 1923, in the amount of \$408.15- Interest at the rate of 8% per annum- Signed by Frank Ramsey in favor of J. P. Megeath, and payable as follows:- \$15.00 on the 30th day of October, 1923, and \$15.00 on the 30th day of each and every month thereafter, the balance, however, to be paid in full on or before eighteen months after date. The records of the deceased show an unpaid balance of principal due at time of death in the amount of \$308.15.
 Promissory note dated January 4, 1927, due ninety days after date in the amount of \$750.00- Interest at the rate of 8% per annum- Signed by E. M. Budgett in favor of James A. Woods and endorsed without recourse. The records of the deceased show an unpaid balance of principal due on this note at time of death in the amount of \$500.00.
 Promissory note dated February 12, 1928- due six months after date in the amount of \$250.00- Interest at the rate of 8% per annum- Signed by J. M. Kelly and H. J. Green in favor of Joseph P. Megeath.
 OPEN ACCOUNTS
 Superior Leasing Company-
 Balance of \$654.10 due Joseph P. Megeath from Superior Leasing Company, together with interest from June 6, 1929
 Earl G. Rogers-
 An open account in the amount of \$102.13 due Joseph P. Megeath from Earl G. Rogers on which there is an unpaid balance of \$17.15, together with interest from May 14, 1929.
 A. F. Bliss-
 An open account for money advanced to A. F. Bliss by Joseph P. Megeath between March 15, 1927 and July 2, 1928 in the amount of \$796.75 on which there is an unpaid balance of \$721.75.
 Charles C. McGinnis-
 An open account for money advance to Charles C. McGinnis by Joseph P. Megeath between February 28, 1929, and August 10, 1929, in the amount of \$765.00 on which there is an unpaid balance of \$685.00 with interest at 8% per annum.
 JUDGMENTS
 Harden Bennion-
 Judgment in favor of Joseph P. Megeath and against Harden Bennion rendered in the City Court of Salt Lake City on June 5, 1925, for \$429.30, \$50.00 attorneys fees and \$4.20 court costs, total \$483.50 on which there is an unpaid balance of \$98.50.
 P. C. Reynolds-
 Judgment in favor of Joseph P. Megeath and against P. C. Reynolds in the Third Judicial District Court in and for Salt Lake County, Utah, for \$1000.00 with interest from August 5, 1922, to February 7, 1923, at 8% and from February 7, 1923 until paid at 12% per annum and \$200.00 attorneys fees.
 George W. Barlow-
 Judgment rendered in the City Court of Salt Lake City (case #79732) on April 3, 1933, for \$84.83, \$20.00 attorneys fees and \$5.20 court costs in favor of Joseph P. Megeath and against George W. Barlow.
 J. A. Strong and R. B. Shelley-
 Judgment rendered in the City Court of Salt Lake City (case #79714) on January 17, 1933 for \$173.95, \$30.00 attorneys fees and \$5.20 court costs in favor of Joseph P. Megeath and against J. A. Strong and R. B. Shelley.
 T. S. Atkins-
 Judgment rendered in the City Court of Salt Lake City (case #69236) on August 27, 1929, in favor of Joseph P. Megeath and against T. S. Atkins for \$122.80 and \$4.20 court costs.
 E. Carlson-
 Judgment rendered in the City Court of Salt Lake City in favor of Joseph P. Megeath and against E. Carlson on his promissory note dated August 14, 1920 and due 8 months after date.
 C. O. Winkler-
 Judgment rendered in the District Court of the Third Judicial District in and for Salt Lake County, Utah, on October 21, 1935, in favor of Tracy Loan & Trust Company, executor of the estate of Joseph P. Megeath, deceased, and against C. O. Winkler for \$3437.98, together with interest from October 21, 1935, until paid, at 8% per annum and \$13.20 court costs.
 REAL PROPERTY
 Beginning at the Northeast corner of Lot 6, Block 16, Plat "E", Salt Lake City Survey, in Salt Lake County, Utah, and running thence Southeasterly along the West line of Center Street 66.5 feet; thence Westerly 78.38 feet; thence Northerly 64.51 feet; thence Easterly along the South line of Third North Street to the place of beginning.
 Beginning 90.75 feet North and 94.57 feet West from the Southeast corner of Lot 8, Block 63, Plat "B", Salt Lake City Survey, in Salt Lake County, Utah, and running thence West 70.43 feet; thence North 102.01 feet; thence South 88 deg. 28' East 22.82 feet; thence East 14.58 feet; thence South 0 deg. 51' East 43.66 feet; thence East 32.28 feet; thence South 57.75 feet to the place of beginning.
 Together with a right of way over a concrete driveway 8.5 feet wide, the center line of said driveway being described as follows: Beginning 120.47 feet North of the Southeast corner of Lot 8, Block 63, Plat "B", Salt Lake City Survey; thence South 89 deg. 38' West 94.57 feet.
 Said last-described tract of land and right of way is subject to a bond for deed dated October 1, 1929,

between Joseph P. Megeath as seller and A. L. Schefski and E. D. Rigney as buyers, on which there is an unpaid balance of \$5690.42.

Beginning at a point 120.47 feet North of the Southeast corner of Lot 8, Block 63, Plat "B", Salt Lake City Survey, in Salt Lake County, Utah, and running thence South 89 deg. 38' West 94.57 feet; thence North 28.54 feet; thence East 94.57 feet; thence South 28.03 feet to the point of beginning,

Subject to and together with the following described right of way: Beginning at a point 120.47 feet North of the Southeast corner of said Lot 8, and running thence South 4.25 feet; thence South 89 deg. 38' West 94.57 feet; thence North 8.5 feet; thence North 89 deg. 38' East 94.57 feet; thence South 4.25 feet to the point of beginning.

Subject to a contract of sale to Ione Ramey dated April 1, 1932, on which there is an unpaid balance of \$1134.31.

REAL PROPERTY LOCATED IN MILLARD COUNTY, UTAH

The Northwest quarter of Section 16, Township 17 South, Range 7 West, Salt Lake Base & Meridian, containing 160 acres.

The South half of the Southwest quarter of the Northeast quarter of Section 16, Township 17 South, Range 7 West, Salt Lake Base & Meridian, containing 20 acres;

The Northwest quarter of the Southeast quarter of Section 16, Township 17 South, Range 7 West, Salt Lake Base & Meridian, containing 40 acres;

The Southeast quarter of the Northeast quarter of Section 16, Township 17 South, Range 7 West, Salt Lake Base & Meridian, containing 40 acres.

TITLE RETAINING NOTE

Note dated May 26, 1932 - due December 1, 1932 in the amount of \$150.00- signed by Elise and Jacob Messerli- Interest at 7% per annum- balance due \$2.48.

FURNITURE CONTRACTS

Contracts acquired in connection with note of Madsen Furniture & Music Company, carried in estate at balance due on note, less realization on contracts, \$2972.25.

shall be and hereby is distributed, given, devised and bequeathed to the said Tracy Loan & Trust Company as trustee, to hold, manage, invest and reinvest the same and pay the income therefrom to the beneficiaries hereinafter named in the manner and amounts and at the times, and upon the conditions and under the directions hereinafter particularly set forth, to-wit:

That the trust created by said will arises and shall become operative and effective upon the termination of the probate proceedings in the matter of said estate and not before and that the gifts of income provided in said will for the beneficiaries hereinafter named shall date, arise and become operative from that time only. The said proceedings shall terminate and be construed as having terminated upon the signing and filing of this decree.

That in administering said trust funds and the carrying out and execution of the trust created by said will, the trustee shall be entitled to first deduct from time to time from the income of said estate all taxes required to be paid and the reasonable expenses of administering said trust, including reasonable attorneys fees as compensation for legal services rendered or to be rendered to said trustee.

That the bequests, legacies and gifts created, given devised or bequeathed by said will, by whatever name or term the same may have been designated, shall be considered and construed to be gifts of the income from said estate and not annuities.

That by the terms of the will of said deceased and by this decree, said trustee is required to pay out of the income from said estate the following amounts: \$100.00 per month to said Ellen Lane during her natural life; \$50.00 per month to the said Mrs. V. M. Patterson during her natural life; and \$25.00 per month to the said Mrs. Mary Crabtree during her natural life; and it is hereby ordered and decreed that said payments shall become effective and date from the time the said trust comes into existence and said payments shall be made semi-annually on the 2nd day of January and the 2nd day of July of each year after the coming into existence of said trust.

That if the income from said estate shall not be sufficient for any of said periods to pay all of said amounts in full, the payments shall be reduced proportionately, and any deficiency accruing during any of said periods shall be made up and paid from future income, and the said gifts or bequests to the said Ellen Lane, Mrs. V. M. Patterson and Mrs. Mary Crabtree shall be paid in full before any amount whatever shall be paid to said St. Mark's Hospital. That upon the respective deaths of said Ellen Lane, Mrs. V. M. Patterson and Mrs. Mary Crabtree, said trustee shall compute the total amount due the deceased beneficiary at the monthly rate herein specified from the date said monthly payments shall commence to said date of death. There shall be deducted from said amount so determined the total amount paid the deceased beneficiary during her lifetime and the balance, if any, shall be paid by said trustee to the executor, administrator, legatee, or distributee of such deceased beneficiary, as the court having jurisdiction over the estate of said deceased beneficiary shall order, and said trustee may demand an adjudication and determination of the proper person to receive payment of said balance by said court before making payment of same or any part thereof; provided, however, the balance due said deceased beneficiary shall be paid only in semi-annual installments on the dates herein directed in the same amount and proportion as if said deceased beneficiary were living.

That in case there shall be any income from the said trust funds in the hands of said trustee, in any of the semi-annual periods herein specified, remaining after the payment in full of the charges and expenses of administering said estate and the said trust and the payment of the gifts, bequests and legacies provided in said will, particularly including the payment in full of the amounts provided for said Ellen Lane, Mrs. V. M. Patterson and Mrs. Mary Crabtree and there be no deficiency of income due said three persons and also when all of said three persons be dead and each of them or their respective estate, legatees or beneficiaries shall have received in full the amounts due each of them as herein provided, then all of said income so remaining shall be paid by the said trustee to the said St. Mark's Hospital on the 2nd day of January and the 2nd day of July in each year from the time of the coming into existence of said trust, and continuing perpetually thereafter.

That the trustee is not required to exercise any control, supervision or direction whatsoever over the money paid by it under said will or in pursuance of this decree to St. Mark's Hospital, after the payment thereof.

That the said Tracy Loan & Trust Company as executor and trustee of the will of said deceased is not directed or restricted by the terms thereof or otherwise in the investment or handling of the funds, property or assets of said estate or said trust funds or as to the securities in which the same shall be invested, but is authorized and permitted to invest and reinvest said funds, property and assets from time to time according to its best judgment in such securities and properties as may be approved, customary or usual for the investment of trust funds. Without restricting or limiting the foregoing power and authority, but in elaboration thereof said trustee is authorized and empowered to invest and reinvest the funds and corpus of said estate in

- (a) Bonds and notes of the United States of America and of any State thereof;
- (b) Bonds of the State of Utah or any municipality or political subdivision of said State;
- (c) First lien mortgage bonds of any corporation of the United States or of any State thereof;
- (d) First lien mortgages upon improved city or town real-estate and
- (e) Common stocks of any corporation of any State of the United States regularly listed on the New York Stock Exchange.

It is hereby further ordered, adjudged and decreed that the said Seventh and Final Account of said executor be and the same is hereby, in all respects as the same was presented for settlement, approved, allowed, settled and confirmed; and that all the acts and proceedings of the said executor as aforesaid be and the same are hereby approved and confirmed, and that the said executor be and it is entitled to a full and final order of discharge as such executor.

Done in open court this 8th day of September, A. D., 1937.

OSCAR W. McCONKIE
J U D G E

SEAL ATTEST WILLIAM J. KORTH, CLERK BY PARKER B. CADY, DEPUTY CLERK: ENDORSED NO. 15996 ESTATE OF JOSEPH P. MEGEATH, DECEASED FILED IN THE CLERK'S OFFICE SALT LAKE COUNTY, UTAH SEP 8, 1937 WILLIAM J. KORTH, CLERK 3rd DIST. COURT BY PARKER B. CADY, DEPUTY CLERK.

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF JOSEPH P. MEGEATH, DECEASED. NO. 15996. as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 14th day of September A. D. 1937

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

WILLIAM J. KORTH Clerk
By Alvin Keddington
Deputy Clerk

Recorded at the request of TRACY LOAN & TRUST CO., September 18, 1937, at 9:42 A. M. in Book #212 of Deeds, Pages 11-12-13-14-15. Recording fee paid \$11.50. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-24, 225, 34, C-43, 278, 39.)

#818761

SHERIFF'S DEED

This Indenture, Made this 17th day of September A. D. 1937, between S. Grant Young Sheriff of Salt Lake County, State of Utah, party of the first part, and Home Owners' Loan Corporation, a corporation, party of the second part,

WITNESSETH, WHEREAS, In and by a certain judgment and decree made and entered by the District Court of the Third Judicial District (Salt Lake County) of the State of Utah on the 4th day of February A. D. 1937, in a certain action then pending in said Court, wherein Home Owners' Loan Corporation, a corporation, Plaintiff and Charles E. Osborn, Ruth Osborn, His Wife, Fletcher Lucas Investment Company, a corporation, Jacob Landvatter and W. L. Smith and Jane Doe Smith, his wife, whose other and true name is Edythe Smith, Defendant, it was among other things ordered and adjudged that all and singular the premises in said judgment, and hereinafter described should be sold at public auction by and under the direction of the Sheriff of Salt Lake County, State of Utah, in the manner required by law; that either of the parties to said action might become purchaser at such sale, and that said Sheriff should execute the usual certificates and deeds to the purchaser as required by law.

AND WHEREAS, The Sheriff did, at the hour of 12 o'clock, noon, on the 5th day of March A. D. 1937 at the west front door of the County Court House in the City and County of Salt Lake, State of Utah, after due public notice had been given, as required by law and said judgment, duly sell at public auction, agreeable to law and said judgment, the premises and property in said judgment and hereinafter described at which sale said premises and property were fairly struck off and sold to Home Owners' Loan Corporation, a corporation, for the sum of Four Thousand Five Hundred Seventy-nine and 22/100 (\$4579.22) Dollars, it being the highest bidder and that being the highest sum bid at said sale.

AND WHEREAS, Said Home Owners' Loan Corporation, a corporation thereupon paid to the said Sheriff said sum of money so bid, and said Sheriff thereupon made and issued the usual certificate in duplicate of such sale in due form, and delivered one thereof to said purchaser, and caused the other to be filed in the office of the County Recorder of the County of Salt Lake, State of Utah.

AND WHEREAS, More than six months have elapsed since the day of said sale, and no redemption of the property so sold has been made.

Now this Indenture Witnesses, That the said party of the first part, Sheriff as aforesaid, in order to carry into effect said sale in pursuance of said judgment and of the law, and also in consideration of the premises and of the money so bid and paid by the said Home Owners' Loan Corporation, a corporation, the receipt whereof is hereby acknowledged, has granted, sold, conveyed, and by these presents does grant, sell and convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate lying and being in the City and County of Salt Lake, State of Utah, being all the right, title, claim and interest of the above named defendants of, in and to the following described property, to-wit:

Commencing at a point 104 feet West and 66.935 feet North of the Southeast corner of Lot 14, Block 6, Five Acre Plat "A", Big Field Survey, and running thence North 45 feet; thence East 71 feet; thence South 45 feet; thence West 71 feet, to the place of beginning.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same unto said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, Said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of
C. W. Rawlings

S. Grant Young (SEAL)
Sheriff of Salt Lake County, Utah.

STATE OF UTAH,)
) ss.
County of Salt Lake.)

On the 17th day of March, 1937, before me Nora W. Clawson, a Notary Public in and for the County of Salt Lake, State of Utah, personally appeared S. Grant Young Sheriff of Salt Lake County, State of Utah, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same as such Sheriff, freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal, this 17th day of September, 1937.

My commission expires
November 1, 1938.

NORA W. CLAWSON,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
NOV. 1, 1938.
SALT LAKE CITY, STATE OF UTAH

Nora W. Clawson
Notary Public, Residing in
Salt Lake City, Utah.

Recorded at the request of HOME OWNERS' LOAN CORP., September 20, 1937, at 1:06 P. M. in Book #212 of Deeds, Page 15. Recording fee paid \$2.50. (Signed) Jessie Evans, Recorder, Salt Lake County, State of Utah, by W. H. Howard, Deputy. (Reference: C-37, 270, 8:)

#818762

SHERIFF'S DEED

This Indenture, Made this 17th day of September A. D. 1937, between S. Grant Young Sheriff of Salt Lake County, State of Utah, party of the first part, and Home Owners' Loan Corporation, A Corporation of the United States of America party of the second part,

WITNESSETH, WHEREAS, In and by a certain judgment and decree made and entered by the District Court of the Third Judicial District (Salt Lake County) of the State of Utah on the 3rd day of February A. D. 1937, in a certain action then pending in said Court, wherein Home Owners' Loan Corporation, A Corporation of the United

See Sheriff's Sale #804058 Bk # 196 pg 231 See also Purchase #800765 Bk # 167 pg 547

See

See