

#201 of Liens and Leases.

And in like manner Curt Bubel and Maria Bubel have purchased from said Salt Lake County, Utah, the following described tract of land in Salt Lake County, State of Utah, the same being part and parcel of the estate of said decedent, to-wit:

All of Lots 13 to 23, inclusive, Block 4, Atwood Addition to Murray City, as evidenced by Deed of Salt Lake County, dated the 8th day of December, 1937, and recorded January 16, 1938, in Book 211 of Deeds, at page 270, as document #826352, in the office of the County Recorder of Salt Lake County, State of Utah.

That the said Henry Clark Atwood, has offered to the said administrator with the will annexed of the estate of said Deidamia Stickney Atwood, deceased, to waive one-fourth of his interest, in said estate as an heir at law and devisee of said decedent, in consideration of the execution and delivery to him of a proper conveyance, conveying such right, title, estate and interest in and to the property first above described as may remain in said estate after the sale of the same by Salt Lake County, as aforesaid, and the said Curt Bubel and Maria Bubel have offered to said administrator the sum of \$150.00 in consideration of a like conveyance conveying to them such right, title, estate and interest as may remain in said estate in and to the property last above described after the sale of the same to them by said Salt Lake County, as aforesaid, and it appearing that the considerations offered as aforesaid are under the circumstances fair considerations to be paid for said respective tracts of land, and that it is for the best interest of the estate and all parties interested therein to accept said offers.

And it further appearing that said administrator has in all respects pertaining to the conveyances of said property acted in a proper manner and according to law.

It is therefore ordered, adjudged and decreed, that the conveyance of the property hereinafter described to the said Henry Clark Atwood, and to the said Curt Bubel and Maria Bubel, is hereby ratified, confirmed and approved, and that the said Glen E. Howe, administrator with the will annexed of the estate of Deidamia Stickney Atwood, deceased, be and he is hereby authorized to make, execute and deliver to said respective purchasers, administrators, deors, conveying to them respectively and to their respective heirs and assigns, all the right, title, interest and estate of the said Deidamia Stickney Atwood, deceased, at the time of her death, and also all the right, title and interest of the estate of said decedent, and which said estate may have acquired, other than or in addition to that of said decedent, in and to the property hereinafter described:

That the property, the conveyance of which is hereby authorized, is located in Salt Lake County, State of Utah, and more particularly described as follows:

To Henry Clark Atwood, All of Lots 26 and 27, Block 8, Atwood Addition to Murray City.

To Curt Bubel and Maria Bubel, All of Lots 13 to 23, inclusive, Block 4, Atwood Addition to Murray City. Done in open court this 22nd day of June, 1938.

BY THE COURT  
P. C. EVANS JUDGE.  
ATTEST: WILLIAM J. KORTH  
CLERK BY PARKER B. CADY,  
DEPUTY CLERK. (SEAL)

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 ORDER AUTHORIZING CONVEYANCES OF REAL PROPERTY IN THE MATTER OF THE ESTATE OF DEIDAMIA STICKNEY ATWOOD, DECEASED, NO. 17883 as appears of record in my office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 22nd day of June, A.D. 1938.

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

WILLIAM J. KORTH Clerk  
By Parker B. Cady  
Deputy Clerk.

Recorded at the request of Glen E. Howe, Aug. 30, 1938 at 10:35 A.M., in Book #201 of Liens and Leases, Pages 606 & 607. Recording fee paid \$2.20 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Sarway, Deputy. (Reference: S-9-27,32, S-9, 15, 33.)

#641112

RESTRICTIVE COVENANTS  
ARCADIAN PARK SUBDIVISION

1. All lots in the tract shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and one or two-car garage.
2. No building shall be erected on any residential building plot nearer than 50 feet from the front lot line except lots 2 to 8 inclusive which shall not be nearer than 40 feet nor nearer than 10 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of lot, except that on corner lots no structure shall be permitted nearer than 20 feet to the side street line.
3. No residential lot shall be resubdivided into building plots having less than 5,000 square feet of area or a width of less than 60 feet each, nor shall any building be erected on any residential building plot having an area of less than 5,000 square feet or a frontage of less than 50 feet.
4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No lot or building shall be occupied by any race other than the Caucasian race (except domestic services employed by an owner or tenant.)
6. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
8. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 1,000 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one-and-one-half or two-story structure.
9. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
10. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1962, at which time said covenant and restrictions shall terminate. (However, the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions therefor.)

Vertical stamp or signature on the right margin.

11. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1932, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Geo S Spencer  
V. Pres.

Zion's Savings Bank & Trust Co.  
Willard R Smith  
Cashier  
Robert L. Bridge  
Vivian M. Bridge

State of Utah )  
County of Salt Lake ) SS.

On the 30th day of August, A. D. 1938, personally appeared before me Robert L. Bridge and Vivian M. Bridge, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires Mar 11, '39

C. J. POWELL  
NOTARY PUBLIC  
A COMMISSION EXPIRES  
MAR. 11, 1939  
SALT LAKE CITY, STATE OF UTAH

C J Powell  
Notary Public in and for said County  
Residing at Salt Lake City

State of Utah )  
County of Salt Lake ) SS.

On the 30th day of August, A. D. 1938, personally appeared before me George S. Spencer and Willard R. Smith who being by me duly sworn did say that they are respectively the Vice-president and Cashier of Zion's Savings Bank & Trust Company a corporation and that said instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors, and said George S. Spencer and Willard R. Smith acknowledged to me that said corporation executed the same.

My commission expires Jan. 23, 1939

H. HARRIES LLOYD  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JAN. 23, 1939  
SALT LAKE CITY - STATE OF UTAH

H Harries Lloyd  
Notary Public  
Residing at Salt Lake City, Ut.

Recorded at the request of R. L. Bridge, August 30, 1938, at 2:00 P.M., in Book #201 of Liens and Leases, Pages #807-808. Recording fee paid \$2.30. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-32, 161, 1.)

#841189

1. PLACE OF DEATH  
County Salt Lake  
Precinct or Town  
or city Salt Lake

STATE OF UTAH  
CERTIFICATE OF DEATH  
No. St. Marks Hospital

State Board of Health File  
No. 525

St. Ward  
(If death occurred in a hospital or institution, give its NAME instead of street and number)

2. FULL NAME Frank Albert Johnson

3. Residence: No. St. East Midvale, Utah

(a) Length of residence in city or town where death occurred. (Usual place of abode)

(b) How long in U. S., if of foreign birth (If non-resident give city or town and State)

Years	Months	Days
		7

Years	Months	Days

PERSONAL AND STATISTICAL PARTICULARS

MEDICAL CERTIFICATE OF DEATH

4 SEX Male 5 COLOR OR RACE White 6 SINGLE, MARRIED, WIDOWED, OR DIVORCED (Write the word) Married

19 DATE OF DEATH (month, day, and year) March 10th, 1937

6a If married, widowed, or divorced HUSBAND OF (or) WIFE OF Hildur Johnson Johnson

20 I HEREBY CERTIFY, That I attended deceased from March 6, 1937, to March 10, 1937; I last saw him alive on March 10, 1937; death occurred on the date stated above, at 1-30A.M.

7 DATE OF BIRTH (month, day, and year) August 7 1899

The principal cause of death and related causes of importance were as follows:

8 AGE Years 37 Months 7 Days 3 If LESS than 1 day, hrs. or min. -

Acute Dilatation of heart  
Other contributory causes of importance:  
Acute Appendicitis  
appendectomy  
If Operation, Date of March 6, 1937

DURATION		
Yrs.	Mo.	Da.
		1
		4

9 OCCUPATION OF DECEASED (a) Trade, profession, or particular kind of work, done, as engineer (type of), miner, bookkeeper, etc. Day Laborer (b) Industry or business in which work was done, as railway, mine (kind of), bank, etc. Smelting and Refining (c) Date deceased last worked at this occupation (month and Year) Mar. 3, 1937 (d) Total time (years) spent in this occupation 19

Condition for which performed Acute appendicitis

10 BIRTHPLACE (City or Town) Midvale, (State or Country) Utah

Was there an autopsy yes

11 NAME OF FATHER Oluf Johnson

If death was due to external causes (violence) fill in also the following:

12 BIRTHPLACE OF FATHER (State or Country) Sweden

Accident, suicide, or homicide Date of injury 19-

13 MAIDEN NAME OF MOTHER Matilda Millburg

Where did injury occur (Specify city or town, county State)

14 BIRTHPLACE OF MOTHER (State or Country) Sweden

Specify whether injury occurred in industry, home, or in public place:

15 INFORMANT (Signature) Hildur Johnson Address RED #1, Box 54, Midvale, Ut.

16 ON REMOVAL Salt Lake County Place Murray, Utah Date Mar. 14, 1937