

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

GEORGE MILNE WALL being first duly sworn deposes and says:

That he is the claimant named in the foregoing Notice of Lien; that he has read the above and foregoing Notice of Lien, knows the contents thereof, and that the same is true of his own knowledge. Affiant further says that he personally made the contract and performed the work as set forth in said Notice of Lien.

George Milne Wall

Subscribed and sworn to before me this 29 day of May, 1939.

My commission expires:  
July 19, 1940

J. GRANT IVERSON  
SEAL NOTARY PUBLIC  
COMMISSION EXPIRES  
JULY 19, 1940  
SALT LAKE CITY, STATE OF UTAH

J. Grant Iverson  
Notary Public Residing at  
Salt Lake City, Utah

Recorded at the request of L. B. Cardon, May 29, 1939, at 4:29 P. M., in Book #214 of Liens and Leases, pages, 596-97. Recording fee paid \$1.50. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, by F. E. Samway, Deputy. (Reference: S-33, 75, 10.)

#858307

AFFIDAVIT

State of Utah SS  
County of Salt Lake

I, Frances B. Thorn, being first duly sworn on oath depose and say: -

That I am a resident of Salt Lake County, Utah.

That I am the daughter of Frances Stillman Bagley, my mother, and Andrew H. Bagley, deceased, who was my father.

That when the estate of my father was probated in the District Court of the Third Judicial District, Salt Lake County, Utah, as shown by file #17207 office of the County Clerk and of record in book 190 page/600-1 as #798230 in the office of the County Recorder of Salt Lake County, Utah, I appeared as Frances E. Bagley, but since being married my name is Frances E. Bagley Thorn and have used the name of Frances B. Thorn as will be shown by certain deeds of record in the office of the County Recorder of Salt Lake County, Utah in Book 206 pages 74-5 #814786, Book 206 page 74 as #814785, Book 200 page 195 as filing #814783, Book 197 pages 382-3 #806424 Book 190 page 474 #796083 and as Frances E. Thorn in deed in book 190 page 474 #796084.

This affidavit is made by me to declare that Frances E. Bagley Frances B. Thorn and Frances E. Thorn and Frances E. Bagley Thorn are one and the same person, and the same person as the affiant herein.

Witness  
Beth Holm

Frances B. Thorn  
~~Frances E. Bagley Thorn~~

Subscribed and sworn to before me this 24th day of May A. D. 1939.

My Commission expires on  
My Commission Expires Nov. 15, 1941

G. E. STEFFENSEN  
SEAL NOTARY PUBLIC  
COMMISSION EXPIRES  
NOV. 15, 1941  
SALT LAKE CITY-STATE OF UTAH

G. E. Steffensen  
NOTARY PUBLIC residing at  
Salt Lake City,

Recorded at the request of Salt Lake Abstract Company, May 29, 1939, at 3:17 P.M., in Book #214 of Liens and Leases, page 597. Recording fee paid \$.90. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: D-41, 119, 3, D-42, 137, 1; D-42, 166, 41; Water Index #7336; Misc. Index #3.)

#858230

DEDICATION OF RESTRICTIVE COVENANTS TO EAST MILL CREEK  
SUB-DIVISION

Beatrice Therkelson and Leonora Therkelson, of Salt Lake County, State of Utah, the owners and dedicators of East Mill Creek Subdivision, a subdivision of part of the Southeast quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian, as recorded in the office of the County Recorder of Salt Lake County, do hereby place the hereinafter designated restrictive covenants on Lots 1 to 22, inclusive of Block "A", and Lots 1 to 14, inclusive, of Block "B", of East Mill Creek Subdivision:

- (a) All of lots in East Mill Creek Subdivision are residential lots, and no structure shall be erected other than one detached single-family dwellings not to exceed two stories in height and a one or two car garage and outbuildings customary to single family residential use.
- (b) No building shall be erected on any residential building lot nearer than 25 feet to, nor farther than 40 feet from the front lot line, nor nearer than 8 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 10 feet to the side street line.
- (c) No building shall be erected on any residential building plot which lot has an area of less than 7500 square feet or a frontage of less than 50 feet.
- (d) 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.
- (e) No person shall own, use or occupy any lot or any building on any lot except those of the Caucasian race, excepting that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
- (f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (g) 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.
- (h) 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 30 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 \$3000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 650 square feet in the case of a one-story structure nor less than 400 square feet in the case of a one-and-one-half or two-story structure.
- (i) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- (j) 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, 1965, at which time said covenants and restrictions shall terminate unless such restrictions are extended for additional periods of time by the owners of the property of said sub-division.

- (k) If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants or the restrictions herein before January 1, 1965, it shall be lawful for any person or persons owning any other lots in said subdivision to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction either to prevent him, her or them from so doing or to recover damages or other dues for such violation.
- (l) Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.  
Dated at Salt Lake City, Utah this 6 day of April, 1939.

Beatrice Therkelson  
Leonora Therkelson

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 6 day of April, 1939, personally appeared before me Beatrice Therkelson and Leonora Therkelson, the signers of the within instrument, who duly acknowledged to me that they executed the same.

HELEN S. TAYLOR  
SEAL NOTARY PUBLIC  
COMMISSION EXPIRES  
MAR. 30, 1940  
SALT LAKE CITY - STATE OF UTAH

Helen S. Taylor  
Notary Public, residing at  
Salt Lake City, Utah

Recorded at the request of V. R. Madsen, Jr., May 29, 1939, at 9:54 A. M., in Book #214 of Liens and Leases, pages 597-98. Recording fee paid \$2.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (References: S-34, 63, 14; S-34, 65, 11; Misc. Index #3.)

#858282

State of Utah )  
County of Salt Lake ) ss.

Charles E. Alsop and Anna Elizabeth Alsop, first being duly sworn depose and say that they are now and were on February 17, 1937, when deed was recorded in book 194 page 601 in the office of county recorder of Salt Lake County State of Utah, were husband and wife.

Charles E. Alsop  
Anna Elizabeth Alsop

Subscribed and sworn to before me this 28th day of April 1939.

My commission expires ~  
Seal

A. R. GARDNER  
NOTARY PUBLIC  
COMMISSION EXPIRES  
NOV. 15, 1939  
SANDY - STATE OF UTAH

A. R. Gardner  
Notary Public

Recorded at the request of Sandy City Bank, May 29th, 1939, at 2:15 P.M., in Book #214 of Liens and Leases, page 598. Recording fee paid \$.50. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-33, 256, 11; Misc Index #3.)

#858338

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

HOME OWNERS' LOAN CORPORATION, a corporation,  
Plaintiff,  
v  
ROBERT TONNESEN, ALICE TONNESEN, his wife, and  
PEOPLES FINANCE & THRIFT COMPANY OF SALT LAKE CITY  
a corporation,  
Defendants.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been filed and is now pending in the District Court for Salt Lake County for the purpose of foreclosing a real estate mortgage upon the following described property situate in Salt Lake County, State of Utah, and more particularly described as follows, to-wit:  
All of Lot 22, Block 3, Burton Place Plat "A".

Ralph T. Stewart  
Attorney for plaintiff

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 29th day of May, 1939, personally appeared before me Ralph T. Stewart, known to me to be the attorney for the plaintiff in the above entitled action, who duly acknowledged to me that he executed the foregoing Notice of Lis Pendens for and on behalf of said plaintiff.

MANOLA J. GRAHAM  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JUNE 7, 1941  
SALT LAKE CITY, STATE OF UTAH

Manola J. Graham  
NOTARY PUBLIC Residing in  
Salt Lake City, Utah

Recorded at the request of Ralph T. Stewart, May 31, 1939, at 9:27 A. M., in Book #214 of Liens & Leases, Page, 598. Recording fee paid \$1.00. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-27, 212, 41.)

#858350

1 PLACE OF DEATH  
County Salt Lake  
Precinct or . . .  
Town or City Salt Lake  
(If death occurred in a hospital or institution, give its NAME instead of street and number)

FULL NAME JULIA MARY CRANE LOVE  
Residence: No. 2015 McClelland St., . . . .  
(Usual place of abode) (If non-resident give city or town and state)

LENGTH OF RESIDENCE:  
A in city or town where death occurred 50 yrs. mos. ds. (b) in U.S., if of foreign birth yrs. mos. ds.

State Board of Health File No. . . . .

See Shuff's cont. of vol 862343 in Bk 239 p 95  
See Mtge #731646-73k #136- pg 515-16  
See affidavit #983231  
Bk 395 pg 299

R. O. S. 5/29/39  
R. O. S. 5/29/39  
See Shuff's cont. of vol 862343 in Bk 239 p 95  
Bk 395 pg 299