

9098⁶

This Agreement and Option made June 29th 1904 by and between James Johnston and Alice M. Johnston, his wife, of Salt Lake City, Utah, hereinafter designated as first parties, and Joseph B. Whitlock, of Evanston, Illinois, hereinafter designated as second party, Witnesseth:-

Whereas on or about June 31, 1904 one J. S. Anderson filed in the office of the state Board of Land Commissioners of the state of Utah, at Salt Lake City, Utah, his application numbered 810 for offered lands of said state, embracing sections 16 and 32, in township 9 north, range 7 west, of the Salt Lake base and meridian, Box Elder County, Utah, containing 1130.68 acres of land, more or less; and whereas said applicant has sold, assigned and transferred to the first party James Johnston his said application and all rights acquired and to be acquired by him thereunder, and said assignment and transfer has been duly filed in the office of said State Land Board:

Now, in consideration of the premises and of the sum of \$2500.00 lawful money of the United States in hand paid to the first parties by the second party, receipt of which is hereby acknowledged, the first parties hereby agree to sell and by the deed of conveyance hereinafter mentioned to convey to the second party, his heirs and assigns forever, all the rights, titles and interests now owned as well as hereafter acquired by them from the State of Utah and otherwise, in and to the lands above described, and also said application to purchase the lands, assigned to the first party James Johnston, and also all certificates or contracts of sale hereafter issued by the State Land Board to said James Johnston for said lands, based upon said application, as aforesaid, on the following terms and conditions, to-wit:-

The first parties make and place in escrow at the Ogden State Bank, at Ogden City, Utah, a deed of conveyance of the aforesaid rights, titles and interests of the first parties in and to the said lands, and also a writ-

ten assignment and transfer to the second party of said application to purchase and of all said certificates and contracts of sale. The parties hereto agree to deliver to said Bank a copy of this agreement upon its execution and contemporaneously with such delivery to instruct, empower and authorize said Bank to deliver to the second party hereto the said deed and assignment when the second party shall have complied with the terms and conditions of this contract to be performed and complied with by him. Said application contemplates the payment to the State of Utah of the purchase moneys for said lands in instalments. If the second party shall pay to the State of Utah, within the time limited by said application and by any contract issued upon said application, the first instalment of the purchase price for said lands; and if on or before January 29, 1905, the second party shall pay to the credit of the first party, James Johnston, at said Bank the sum of \$2,011.36; and if on or before August 29, 1905, the second party shall further pay to the credit of the first party at said Bank the further sum of \$2,261.36; then and thereupon said deed of conveyance and assignment in escrow shall be delivered to the second party, and the first parties will thereby convey, assign and transfer to the second party, his heirs and assigns forever, their rights, titles and interests in and to said land as aforesaid and in and to said application to purchase. If the second party shall make the first payment on account of the purchase price for the land to the State of Utah as aforesaid, the first parties agree that they will pay the second instalment of the purchase price for said lands to the State of Utah within the time limited therefor by said application and by any contract issued upon said application. In case the second party shall fail to perform or comply with any of the terms or conditions hereof by him to be performed or complied with, then and thereupon said deed and assignment in escrow shall be returned to the first party and this contract shall terminate and be no longer binding on the first parties.

In consideration of this agreement and of said sum of \$250.00 the first parties covenant and agree, for themselves and their heirs, executors and administrators, with the second party, his heirs and assigns, that they the first parties, have not done or suffered anything whereby or by means whereof the title to said real estate is or may at any time hereafter become impeached, clouded or encumbered, except only by the last eight instalments of the unpaid purchase price for said lands to be paid to the State of Utah and by the first instalment which is to be paid by the second party at his option as above provided.

In consideration of this contract the first parties hereby lease, demise and let unto the second party, his heirs and assigns, the real estate above described, together with the tenements, privileges and appurtenances thereunto belonging, from the date hereof until such time as the second party shall make or suffer default in the performance of any of the material terms or conditions of this agreement and free of all rental and compensation therefor. The lease shall terminate and

cease upon the termination of the contract for cause or otherwise, and upon such termination of the lease the second party will quit and surrender to the first parties the quiet and peaceable possession of the leased premises.

Witness the hands of the parties the day and year first herein above written.

James Johnston
Alice M. Johnston
Joseph L. Whitlock

signed in the presence of

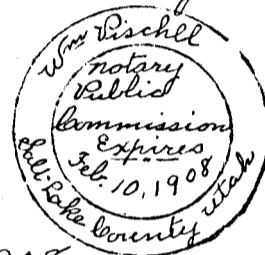
Wm. Pischel

State of Utah,

Salt Lake County, ss:

On this 29th day of June, A.D. 1904, personally appeared before me James Johnston and Alice M. Johnston, his wife, the signers of the foregoing instrument; who duly and severally acknowledged to me that they executed the same

Wm. Pischel
Notary Public.



my commission expires Feb. 10, 1908.

Filed for Record and Recorded June 30 1904 at 3:5 P.M. Book B of miscellaneous page 525-527 Fee \$2.00. Also book A of the page 56. Book of the page 488
Meltrude Hunsaker Stohl County Recorder.