

124

named plaintiff against the above named defendant, and suit is now pending; that the object of said suit is to quiet title to the real estate hereinafter described by the plaintiff; that the defendant has filed an answer and counterclaim to plaintiff's complaint, and that defendant in his counterclaim asks for a judgment of foreclosure of a mortgage held on the real estate described in plaintiff's complaint, executed by the plaintiff and his wife, ESTHER L. WEBSTER, on December 31, 1914; that said mortgage was recorded in the County Recorder's office of Weber County, Utah, on January 13, 1915, in Book 2-W of Mortgages, Page 155; that defendant, as holder and owner of said mortgage and promissory note therein described claims that there is a balance due of \$300.00 on principal, with accrued interest from January 5, 1925, at the rate of seven per cent per annum, also \$100.00 attorney fees, and costs of court; that said mortgage is past due and unpaid; that the real estate covered by said mortgage, which is affected by this action, is situated in Weber County, Utah, and described as follows;

A part of the Northeast quarter of Section one (1), Township Six (6) North, Range two (2) West, Salt Lake Meridian, U.S. Survey: Beginning at a point 7.60 chains north of the southeast corner of said quarter section, running west 3.76 chains, thence north 4° East 8.35 chains, thence East 3.18 chains, thence south 8.32 chains to the place of beginning, containing 2.88 acres, more or less.

Also, beginning at a point 8.18 chains north and 3.76 chains west of the southeast corner of said quarter section, running North 4° East 8.35 chains, thence north 14 chains, thence north 75°15' West 7.60 chains, thence south 24° East 9.19 chains, thence south 3° west 9.66 chains thence east 3.50 chains, thence south 3° west 6.46 chains, thence east .58 chains to the place of beginning, containing 8.14 acres, more or less.

Also a part of the northwest quarter of Section Six (6), Township Six (6) North, Range, One (1) West Salt Lake Meridian, U.S. Survey, : Beginning at a point 8.18 chains North of the southwest corner of said quarter section, running East 1.45 chains, thence north 7.08 chains, thence north 82° 15' West 1.45 chains, thence south 7.28 chains to the place of beginning, containing 1.04 acres, more or less.

Together with 118.45 shares of the capital stock of the Western Irrigation Company.

This Mortgage is given to secure a certain promissory note, as described in said mortgage.

Defendant also asks that ESTHER L. WEBSTER, wife of plaintiff, be made a party to this suit, as co-plaintiff.

Dated this 10th day of December, 1926.

CHEZ & DOUGLAS  
ATTORNEYS FOR DEFENDANT.

Filed for record and recorded December 10, A.D. 1926 at 3:45 o'clock P.M.

MAE E. BRAMWELL  
County Recorder.

R-L-124  
rec 12-10-1926

EASEMENT OF RIGHT OF WAY.

NO Entry \*

This indenture made this 9th day of December, 1926, between DANIEL P. STEPHENS and wife MARY W. STEPHENS, of Ogden City, Weber County, Utah, parties of the first part and ALDO B. STEPHENS AND wife LAURA E. STEPHENS, of Ogden City, Weber County, Utah, parties of the second part, and SAMUEL L. STEPHENS and wife ASENATH P. STEPHENS and ASENATH P. STEPHENS in her own right of Ogden City Weber County, Utah, parties of the third part, and JOSEPH P. STEPHENS and wife SARAH J. STEPHENS, of Ogden City, Weber County, Utah parties of the fourth part:

WHEREAS, the said parties of the first part are owners in fee simple of that certain piece and parcel of land situate lying and being in Ogden City, Weber County, Utah, described as follows, to-wit:

A part of Lot one (1) Block Seventeen (17) Plat "A" of Ogden City Survey: Beginning at the Southeast corner of said Lot one (1) and running thence North 48.5 feet; thence West 23.5 feet; thence South 48.5 feet; thence East 23.5 feet to the place of beginning, and,

WHEREAS, the said parties of the second part are the owners in fee simple of that certain piece and parcel of land situate, lying and being in Ogden City, Weber County, Utah, described as follows, to-wit:

A part of Lot one (1) , Block Seventeen (17) Plat "A" of Ogden City Survey: Beginning at a point 23.5 feet West of the Southeast corner of said Lot one (1) and running thence North 48.5 feet; thence West 18 feet; thence South 48.5 feet; thence East 18 feet to the place of beginning, and,

WHEREAS, the said parties of the third part are the owners in fee simple of those certain pieces and parcels of land situate, lying and being in Ogden City, Weber County, Utah, described as follows, to-wit:

A part of Lot one (1) Block Seventeen (17), Plat "A" of Ogden City Survey:

125

Beginning at a point 41.5 feet West of the Southeast corner of said Lot One (1) and running thence North 48 feet; thence West 18 feet; thence South 48 feet; thence East 18 feet to the place of beginning.

Also a part of Lot one (1) Block Seventeen (17), Plat "A" of Ogden City Survey:

Beginning at a point 59.5 feet West of the Southeast corner of said Lot One (1), and running thence North 48 feet; thence West 18 feet; thence South 48 feet; thence East 18 feet to the place of beginning and,

WHEREAS, the said parties of the fourth part are owners in fee simple of that certain piece and parcel of land situate, lying and being in Ogden City, Weber County, Utah, described as follows, to-wit: A part of Lot one (1), Block Seventeen (17) Plat "A" of Ogden City Survey;

Beginning at a point 48.5 feet North of the Southeast corner of said lot 1 running thence West 41.5 feet; thence South  $\frac{1}{2}$  of one foot; thence West 44 feet; thence South 48 feet to the North line of 26th Street; thence West 98 $\frac{1}{2}$  feet; thence North 132 feet to the North line of said Lot 1; thence East 129 feet; thence South 44 feet; thence East 55 feet to the West line of Adams Avenue; thence South along the West line of Adams Avenue 39.5 feet, more or less, to the place of beginning. And,

WHEREAS, the said parties and each of them have erected buildings upon each of the premises hereinbefore described, and,

WHEREAS, each and all of said parties to this agreement deem it to their mutual advantage to provide and maintain a mutual right-of-way or passage way to each of the premises hereinbefore described, and,

WHEREAS, for the considerations herein named each of the parties hereto have agreed to grant to each other all their right, title and interest of each of them in and to the right-of-way hereinafter described and for the purpose and upon the conditions herein named.

NOW THEREFORE, this indenture witnesseth, that in consideration of the sum of \$10.00 in hand paid, by each of the parties hereto to each and all of the other parties hereto, the receipt whereof is hereby acknowledged by each of the said parties hereto, each and all of said parties hereto hereby grant and convey to each and all of the other parties hereto, their heirs and assigns, all their right, title and interest to the free and uninterrupted use and privilege of passage over, in and along the following described land situate, lying and being in Ogden City, Weber County, Utah, described as follows, to-wit:

A part of Lot one (1), Block Seventeen (17), Plat "A" of Ogden City Survey:

Beginning at a point 43.88 feet North of the Southeast corner of said Lot one (1) and running thence North 5.88 feet; thence West 85.5 feet; thence South 5.88 feet; thence East 85.5 feet, more or less to the West line of Adams Avenue to the point of beginning.

Together with free ingress and egress to and for each of said parties, their heirs, assigns, tenants and licensees, at all times, forever hereafter in common with each and all of the other of said parties, their heirs, assigns, tenants and licensees,

To have and to hold all and singular the privileges aforesaid to each of said parties, their heirs, assigns, tenants and licensees, in common however, with each of the other of said parties, their heirs, assigns, tenants and licensees, as aforesaid, subject nevertheless to the equal one fourth part, on the part of each of the parties hereto of all necessary charges and expenses of every kind and character which shall from time to time accrue in the maintenance, care and repair of said right-of-way or passage way.

IN WITNESS WHEREOF, each of the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

in the Presence Of,

DANIEL P. STEPHENS

MARY W. STEPHENS

ALDO B. STEPHENS

LAURA E. STEPHENS

SAMUEL L. STEPHENS

ASENATH P. STEPHENS

JOSEPH F. STEPHENS

SARAH J. STEPHENS

STATE OF UTAH }  
COUNTY OF WEBER } SS

On this 9th day of December 1926, personally appeared before me, DANIEL P. STEPHENS and wife, MARY W. STEPHENS, ALDO B. STEPHENS and wife, LAURA E. STEPHENS, SAMUEL L. STEPHENS and wife, ASENATH P. STEPHENS and ASENATH P. STEPHENS in her own right, and JOSEPH F. STEPHENS and wife, SARAH J. STEPHENS, the signers of the foregoing instrument, each personally known to me, who each acknowledged to me that they executed the same.

My Commission Expires: May 24, 1929.

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FRED T. FLINDERS STATE OF UTAH  
.....  
NOTARY PUBLIC SEAL  
.....

FRED T. FLINDERS  
Notary Public  
Residing at Ogden Utah.

126

Filed for record and recorded December 10, A.D. 1926 at 4:15 o'clock P.M.

MAR E. BRAMWELL  
County Recorder.

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On June 7, 1926, in Department Two of the Superior Court of the State of California, in and for the County of Los Angeles, Hon. Frank H. Dunne, Judge presiding, the following proceedings were had, to-wit:

No. 69008

IN THE MATTER OF THE ESTATE  
OF JAMES H. UHL, DECEASED,

} ORDER SETTLING FINAL ACCOUNT AND FOR DISTRIBUTION  
UNDER WILL.

The final account and petition for distribution herein of Joseph A. Carlson, executor of the last will of said decedent by Dunn & Sturgeon, his attorneys, coming on regularly this 7th day of June, 1926 for settlement and hearing, due and legal notice of the time and place of said settlement and hearing having been given, are now presented to the Court for settlement and hearing. No person appears to except to or contest said account or petition. The Court, after hearing the evidence, finds that the property of said estate is separate property, settles said account and orders distribution as follows:

It is Ordered Adjudged and Decreed by the Court that due and legal notice to creditors of said decedent has been given; that said Joseph A. Carlson has in his possession belonging to said estate, after deducting the credits to which he is entitled, a balance of \$43,560.22 consisting of the sum of \$9,789.32 cash and the property hereinafter described at the value of the appraisal; that said account be settled as rendered; that in accordance with the terms of the last will of the decedent all of the property of said estate, whether described herein or not, be distributed as follows; to Katherine H. Meyser the sum of \$2,000.00 and also the use, occupation, income, rent and profits of the residence at 133 North Melrose Ave, Monrovia, Calif, together with all the household furniture and effects therein contained for and during the term of her natural life and upon her death the remainder thereof in equal shares to Charles Slagle, step-son of the decedent, and Dorothy Uhl, granddaughter of the decedent, or the survivor of them; To William Thompson, stepson, the sum of \$1.00; to D. B. Uhl, brother, the sum of \$500.00 and the decedent's watch and all other jewelry, trunks, suit cases and clothing; By reason of the waiver of Charles Slagle, step-son, to receive his distributive share of the estate of said decedent in cash, as provided in the last will of the decedent and by reason of the agreement of said Charles Slagle to receive in lieu thereof the following described property, which waiver and agreement is on file herein, the following described property be distributed to said Charles Slagle in full of his distributive share of said estate; cash in the sum of \$4,061.97; promissory note of \$4,280.00 dated Nov. 10, 1917, executed by J. P. Cunningham to James H. Uhl and secured by mortgage of even date therewith on 240 acres of land; promissory note of \$2,500.00 dated Oct. 3, 1920 executed by James Wallace to James H. Uhl and secured by mortgage of even date therewith on 160 acres of land; promissory note of \$500.00, dated Nov. 9, 1918 executed by Clarborne J. White and Leona White to J. H. Uhl and secured by mortgage of even date therewith; promissory note of \$1,500.00 dated Apr. 9, 1918 executed by Rudolph Harold and Alta Harold to J. H. Uhl or Lydia A. Uhl and secured by mortgage of even date therewith on 160 acres of land; promissory note of \$1,487.00 dated Oct. 17, 1920 executed by James Wallace to James H. Uhl and secured by a chattel mortgage of even date therewith on 160 head of cattle; promissory note of \$1,000.00 dated Nov. 8, 1918, executed by Philip East and Amos East to J. H. Uhl and secured by mortgage of even date therewith; balance of \$98.14 due and unpaid on promissory note of \$200.00 dated June 10, 1920, executed by Mezekiah Close and Maude I Close to James H. Uhl, That said Joseph A. Carlson who is named in the decedent's last will as trustee declining to act as such trustee and the First National Bank of Long Beach having been appointed to act in his stead as trustee, the rest, residue and remainder of said estate be distributed to said First National Bank of Long Beach as trustee for the following uses and purposes and subject to the following conditions to-wit: to have and receive said property and at the risk of the trust estate and without responsibility to the trustee to continue any real estate, stocks, bonds or other investment in which at the time of decedent's death any portion of his estate is invested and whenever in trustee's judgment the said real and personal property may be disposed of advantageously to the estate, to sell, mortgage, lease or otherwise dispose of, at such prices and upon such terms of payment in cash or upon credit as it shall deem proper, all or any of said real or personal property and until the termination of this trust, as hereinafter provided, to invest and reinvest the proceeds of the sale of said real and personal property in other real property, first class income-bearing securities, mortgages on unincumbered lands or at its option to place such proceeds on deposit in any responsible Savings Bank and also to have and receive all the rents, issue, income and profits of said real and personal property and to pay all necessary expenses in connection with the proper care and