

#201 of Liens and Leases.

#834824

NOTICE OF TAX LIEN UNDER INTERNAL REVENUE LAWS

No. ~~~

UNITED STATES INTERNAL REVENUE, DISTRICT OF U T A H Salt Lake City, Utah, May 20th, 1938

Pursuant to the provisions of Section 3186 of the Revised Statutes of the United States, as amended by Section 613 of the Revenue Act of 1928 (Act of May 29, 1928, 45 Stat., 875) and Section 509 of the Revenue Act of 1934 (Act of May 10, 1934, 48 Stat., 757), notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statute the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer SADIE CAMPBELL Residence or place of business 243 West Second South Street, Salt Lake City, Utah Nature of tax Individual Income Taxable period 1921, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1936 Amount of tax assessed \$1,104.45 Additional (penalty) tax assessed \$ --- Date assessment list received December 27, 1937. \$ -19

Ira H Hinokley Collector.

CERTIFICATE OF OFFICER AUTHORIZED BY LAW TO TAKE ACKNOWLEDGMENTS

STATE OF U T A H } ss: COUNTY OF Salt Lake }

On this day personally appeared before me a United States Commissioner in and for the State and County aforesaid, IRA N. HINCKLEY Collector of Internal Revenue for the district of UTAH, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein expressed.

In witness whereof I have herunto set my hand and official seal, this the 20th day of May, 1938

(SEAL) SEAL EDWARD D. DUNN TO County Recorder of Salt Lake County, UNITED STATES COMMISSIONER City & County Building DISTRICT OF UTAH. Salt Lake City, Utah

Edward D. Dunn United States Commissioner for Utah (Official title)

Recorded at the request of Ira H. Hinokley, May 20, 1938, at 11:57 A.M., in Book #201 of Liens and Leases, Page #519. Recording fee paid \$.90. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy (Reference: Entered in Federal Tax Lien Index Page #8, Line #10.)

#834882

RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

That, whereas, a notice of lien was filed and recorded in the office of the Salt Lake County Recorder, State of Utah, in favor of the Rio Grande Lumber Company, a corporation, against Agnes J. and Melvin W. Canham on the 9th day of April 1938, in Book #214, Pages 174 and 175. Said lien was recorded against that certain land and premises owned and reputed to be owned by Agnes J. and Melvin W. Canham, lying and being in Salt Lake City, Salt Lake County, State of Utah, described as follows, to-wit:

All of Lot 7, Block 1, Franklin Sub-division being part of Block 46, Plat C Salt Lake City Survey, to secure the payment of the sum of \$746.95, owing to the Rio Grande Lumber Company, a corporation, for cement, lumber and other building materials used in, on and about the building on the said land.

Now, therefore, for valuable consideration, the said Rio Grande Lumber Company, a corporation, does hereby remise, release, and discharge the above described land and premises from all claim or interest in the same, or any part thereof, which the said Rio Grande Lumber Company has, under and by virtue of the above mentioned lien.

THE RIO GRANDE LUMBER COMPANY, SEAL CORPORATE SEAL UTAH.

THE RIO GRANDE LUMBER COMPANY, A Corporation By Sherman C Robinson Assistant Manager

STATE OF UTAH } ss. COUNTY OF SALT LAKE }

On the 17th day of May, 1938, personally appeared before me Sherman C. Robinson, who, being by me duly sworn did say: That he is Assistant Manager of The Rio Grande Lumber Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and that the said Sherman C. Robinson acknowledged to me that said corporation executed the same.

C. E. 12/14/41

SEAL WILLIAM F. CONNER NOTARY PUBLIC SALT LAKE CITY, STATE OF UTAH

Wm P Conner Notary Public residing in Salt Lake City, Utah

Recorded at the request of UNION MORTGAGE CO., May 20, 1938, at 4:02 P.M., in Book #201 of Liens and Leases, Page #519. Recording fee paid \$.90. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: 8-25,215,38.)

#834888

RESTRICTIONS OF MILLBROOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Wilcox, Inc., a corporation of the State of Utah, having its principal place of business located in Salt Lake City, Utah, has heretofore caused to be surveyed, platted and subdivided into lots, ways and roads and drives the following described real property located in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is West 313.21 feet and South 1143.08 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 51° 30' East 285.3 feet; thence South 3° 00' East 368.3 feet; thence North 87° 00' East 59.3 feet; thence South 0° 25' East 421.61 feet; thence South 73° 01' West 43.88 feet; thence South 89° 12' West 295.82 feet; thence North 89° 49' West 535.03 feet; thence North 82° 30' West 110.0 feet; thence North 55° 09' West 41.41 feet; thence North 37° 00' West 176.88 feet; thence West 47.5 feet; thence Northwesterly 146.01 feet around a 2819.9 feet Radius Curve to the Right (Chord which bears North 23° 20' West 145.99 feet); thence Northwesterly 50.83 feet around a 2819.9 feet Radius Curve to the Right (Chord which bears North 21° 20' West 50.83 feet); thence Northwesterly 9.46 feet around a 2819.9 feet Radius Curve to the Right (Chord of which bears North 20° 43' West 9.46 feet); thence North 62° 56' East 40.48

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feet; thence North 12°04' West 77.9 feet; thence North 86°44' East 73.8 feet; thence South 61°26' East 68.5 feet; thence North 67°21' East 78.2 feet; thence North 10°07' East 49.7 feet; thence North 67°08' East 82.2 feet; thence North 72°07' East 69.7 feet; thence South 47°25' East 60.7 feet; thence North 27°13' East 139.14 feet; thence North 56°55' East 35.03 feet; thence South 50°20' East 73.56 feet; thence North 88°56'50" East 107.23 feet; thence South 80°53' East 75.28 feet; thence North 48°27'10" East 44.37 feet; thence South 63°36'55" East 77.5 feet; thence 79°00' East 110.69 feet to the point of beginning; which subdivision is designated and known as Millbrook Subdivision, the plat thereof having been accepted by the Board of County Commissioners of Salt Lake County, Utah, on November 3, 1937, and having been recorded in the office of the County Recorder of Salt Lake County, Utah, in Book I of Plats, at page 74 on the 10th day of November, 1937.

The undersigned, Wixome, Inc., a corporation, is the owner of all of the land located in the said Millbrook Subdivision except that portion thereof dedicated as public streets, i. e. Millbrook Drive and Orchard Drive, and except Lot No. 1 of said subdivision, which is now owned by Guy H. Wight and Florence D. Wight, his wife, who join in the execution hereof.

NOW, THEREFORE, all of the Lots shown on the plat of Millbrook Subdivision are held and shall be conveyed subject to the reservations, restrictions, covenants and declarations hereinafter set forth and all persons and corporations who own or shall hereafter acquire any interest in any of the lots in said subdivision shall be taken and held to agree and covenant with the owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five years from the 1st day of January, 1938, and provided, however, that each of said restrictions shall be renewed and shall automatically be continued thereafter for successive periods of twenty-five years each, provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this subdivision may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five year period or any successive twenty-five year period thereafter by executing and accepting their appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Recorder of Salt Lake County, Utah, at least five years prior to the expiration of the twenty-five year periods.

DEFINITIONS:

A corner lot is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front on the street upon which it abuts. Lots 1 and 20 shall be deemed to front on the westerly extension of Millbrook Road and Orchard Drive. Lot 11 shall be deemed to front on the curve at the intersection of Millbrook Road and Orchard Drive. The fronts of Lots 31 and 35 shall be the westerly boundaries thereof. Lot 16 shall be deemed to front on either Millbrook Road or Canyon Way, and Lot 15 shall be deemed to front on either Orchard Drive or Canyon Way.

USE OF LAND:

None of the lots in the said division shall be improved, used or occupied for other than private single family residence purposes and no flat nor apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of said lots other than one detached single family dwelling, not to exceed two stories in height and a one, two or three car garage.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES:

No building shall be hereafter erected on any of said lots nearer than twenty-five feet to the front lot line nor nearer than twelve feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than fifteen feet to the side street line.

SET BACK FROM STREAM:

No building or structure shall be placed or erected and no building materials shall be hereafter placed or stored on any of the lots in said subdivision abutting upon Millcreek or through which said stream flows, which shall be within twenty feet of said stream; that the owners or occupants of such lots in said subdivision shall not block or in any manner obstruct or permit to be blocked or in any manner obstructed the flow of said stream or the stream bed thereof.

SUBDIVIDING OF LOTS:

No lot as now platted shall be resubdivided without written consent of the owners of the fee simple title of the majority of the front feet of the lots in the subdivision and further provided that no lot, as now platted, shall be resubdivided into building plots having less than 8,000 square feet of area, or an average width of less than fifty feet each.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED:

No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED IN WRITING BY COMMITTEE:

No building shall hereafter be placed or erected on any lot in said subdivision until the design and location thereof have been approved in writing by a committee appointed or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee shall fail to approve or disapprove such design or location within thirty days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform with the restrictions herein contained and are in harmony with existing structures in the subdivision. In any case, either with or without the approval of the committee, no dwelling costing less than \$6,500.00 shall be permitted on any lot in the subdivision.

RACIAL RESTRICTIONS:

None of said lots shall be conveyed to, used, owned or occupied by anyone not of the Caucasian race, except that this covenant shall not prevent the employment of domestic servants of a different race by an owner or tenant.

RESTRICTIONS TO ANIMALS AND FOWLS:

That no animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats and birds as are kept as household pets; PROVIDED, HOWEVER, saddle horses may be permitted thereon, but in no event shall such saddle horses be stabled, kept or housed on any lot or lots in said subdivision.

RESERVATION OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE:

An easement is hereby reserved to Wixome, Inc., a corporation, its successors or assigns, over the rear five feet of Lots 1 to 10, inclusive, and Lots 20 to 35, inclusive, and over the rear 2½ feet of Lots 12 to 14, inclusive, and Lots 17 to 19, inclusive, and over the North 2½ feet of Lot 15 and the South 2½ feet of Lot 16, and over the West 5 feet of Lot 11, over which said Wixome, Inc., a corporation, may, from time to time, grant easements for the installation and maintenance of utility service.

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, Wixome, Inc., or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall,

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in no event, be deemed a waiver of the right to do so thereafter. The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The undersigned, Wixome, Inc., may, by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it. IN WITNESS WHEREOF, the said Wixome, Inc., has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 21st day of May, 1938.

ATTEST: Bartlett Wicks Treasurer

SEAL WIXOME INC., INCORPORATED 1935 SEAL SALT LAKE CITY, UTAH.

WIXOME, INC., a corporation By M A Shaw President

STATE OF UTAH } COUNTY OF SALT LAKE } SS

On this 21st day of May, 1938, personally appeared before me M. A. SHAW and BARTLETT WICKS, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Wixome, Inc., a Utah corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said M. A. SHAW and BARTLETT WICKS acknowledged to me that said corporation executed the same.

SEAL JOHN F. CRITCHLOW NOTARY PUBLIC COMMISSION EXPIRES MAY 3, 1942 SALT LAKE CITY, STATE OF UTAH

John F Critchlow Notary Public Residing at Salt Lake City, Utah

ACCEPTANCE OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned GUY H. WIGHT and FLORENCE D. WIGHT, his wife, do hereby acknowledged that they own and hold Lot 1, Millbrook Subdivision, subject to the restrictions set forth in the foregoing "Restrictions of Millbrook Subdivision".

IN WITNESS WHEREOF we have hereunto signed our names this 20th day of May 1938 1938.

Guy H. Wight (Guy H. Wight) Florence D. Wight (Florence D. Wight)

STATE OF UTAH } COUNTY OF SALT LAKE } SS

On the 20th day of May, 1938, personally appeared before me GUY H. WIGHT and FLORENCE D. WIGHT, the signers of the above instrument, who duly acknowledged to me that they executed the same.

SEAL JOHN F. CRITCHLOW NOTARY PUBLIC COMMISSION EXPIRES MAY 3, 1942 SALT LAKE CITY, STATE OF UTAH

John F Critchlow Notary Public Residing at Salt Lake City, Utah

Recorded at the request of E. B. WICKS CO., May 21, 1938, at 9:55 A.M., in Book #201 of Liens and Leases, Pages #519-20-21. Recording fee paid \$4.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-32,288, 5 to 11 inc.)

#834938

Tel. Was. 4823

ELIAS L. DAY ATTORNEY-AT-LAW SUITE 621-24 McIntyre Bldg. Salt Lake City, Utah May 19, 1938

County Recorder's Office City and County Building City

Gentlemen:

I attach herewith to have recorded the death certificate of Irvin Homer McQuiston, also known as Irvin H. McQuiston, this to be recorded in connection with the joint title involved in the following property. "All of lots 1, 2, 3, 4, 5, and 6, in Block 11, of Buena Vista Addition to Salt Lake City, Salt Lake County, Utah, now on record in the office of the County Recorder in said County and state." If you will please advise by telephone what your fees will be, I will send you a check.

Yours very truly

ELD:ep Enc.

Elias L. Day Elias L. Day Attorney State Board of Health File No-

STATE OF UTAH CERTIFICATE OF DEATH

1 PLACE OF DEATH County Salt Lake Precinct or Town or City Salt Lake

No. Enroute to Hospital St., Ward (If death occurred in a hospital or institution, give its NAME instead of street and number.)

2 FULL NAME Irvin Homer McQuiston 3 Residence: No. --- (Usual place of abode) St., Buena Vista, Utah (If non-resident give city or town and state)

LENGTH OF RESIDENCE: (A) in city or town where death occurred yrs. --- mos. 1 ds. (b) in U.S., if of foreign birth yrs. mos. ds.