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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR
SUMMIT COUNTY, STATE OF UTAH
(Probate Division)

In the Matter of the Estate :
And Guardianship of : Order Approving Final Account,
: :
: and of Final Discharge of Guardian.
Keith H. Bates, Minor. : (Keith H. Bates)

Utah Savings & Trust Company, the corporate guardian of the estate of Keith H. Bates, a minor, having on the 30th day of July 1941, rendered and presented for settlement and filed in this court, its Fifth and Final account, from January 25th, 1939, to and including July 1st, 1941, and having at the same time filed and presented therewith a petition for final discharge of guardian of the estate of said minor, and afterwards, to-wit: on the 11th day of August, 1941, said matters being regularly called to be heard, and proof being made that due notice had been given according to law of the time and place of hearing said matters by posting notices in three public places in Summit County, Utah, of the time and place of said hearing, as will more fully appear from the proofs of posting on file herein, and no exception or objection in writing or otherwise having been filed in this matter;

And it duly appearing to the Court that the said account contains a full, true and correct statement of the balance on hand at the date of the last account, and of the receipts and disbursements of said estate, and the sources from which said receipts were obtained, and the purpose for which said disbursements were made, and that the said guardian has filed herein all necessary and proper vouchers for its disbursements, and that said account is entitled to be allowed and approved, showing a balance on hand in cash in the sum of \$346.87, and that there is due and owing for services of your petitioner the sum of \$75.00 and to P.H. Keeley its attorney herein the sum of \$35.00; and,

It further appearing to the Court that the said Keith H. Bates became twenty-one years of age on the 28th day of March, 1940, and has made demand on the guardian of his estate for the residue of the property remaining in its hands and possession, and has settled accounts with said guardian and executed to it a release discharging said guardian from its said trust and executed to said guardian a receipt for the property of said estate hereafter particularly described and which constitutes all the property of said estate under the control or in the possession of said Guardian; and,

All said matters being fully considered and understood by the Court;

Whereupon, it is ordered, Adjudged and Decreed that due and legal notice of the hearing in this matter has been given as provided by law and the same hereby is established of record.

It is further ordered and decreed that said account and report be and the same hereby is in all respects as the same was rendered and presented for settlement, approved, allowed and settled, and said guardian is directed to pay itself the sum of \$75.00 for its services in this matter and to pay its attorney, P.H. Keeley the sum of \$35.00 for services rendered in this matter.

It is further Ordered, Adjudged and Decreed that the said Utah Savings & Trust Company, as guardian of the Estate of the said Keith H. Bates all the property of said estate now remaining in its possession or under its control, and take the receipt of said Keith H. Bates for such property, and that thereupon said guardian be and it is hereby wholly and absolutely discharged from all further duties and responsibilities as such guardian, and its letters of guardianship shall thereupon be terminated; that said estate shall thereupon be fully distributed to the said Keith H. Bates, and said trust settled and closed, and said guardian shall thereupon be released from any liability to be thereafter incurred.

The following is a particular description of the property of said estate and of which settlement is made, to-wit:

\$1,000 Granite School District 4 $\frac{1}{2}$ % bond due 4/1/46	\$ 975.00
\$1,000 Salt Lake City Waterworks Bond, 4%, due 7/1/42	987.50
Two \$500 3% bonds. Home Owner's Loan Corporation 5/1/52	1,010.37
\$1,000 U.S. Treasury Bond 2 $\frac{3}{4}$ % due 9/15/59	1,022.10
\$500 American Tel & Tel Co 30 years 3 $\frac{1}{4}$ % Debenture Due 12/1/66	508.47
\$500 American Tel & Tel LCo 25 year 3 $\frac{1}{4}$ % Debenture due 10/1/61	506.79
\$500 U.S. Treasury Bond, 2 $\frac{3}{4}$ %, due 6/15/54	500.00
Trust Savings Account, #33466, with Utah Savings & Trust Co.	500.83

An undivided 1/9th interest in real estate contract with Tracy Land and Livestock Company, principal balance unpaid \$18,408.00, interest paid to January 3, 1940, said 1/9th being \$2,053.33. The land described in the contract is as follows:

In Township 1 South Range 3 East:
The Southeast Quarter of Section 34; the West half of Section 35.

In Township 1 South Range 5 East:
The West half of Section 32; all of section 31; all of Section 17; the South half of the Southeast Quarter of Section 21; the Southwest Quarter of the Southeast Quarter; the Northeast Quarter of the Southwest Quarter of Section 22; the North 30 acres, the Southwest Quarter of the Northwest Quarter of Section 26; the East half of Section 32.

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In Township 2 South, Range 3 East:
Lots 1, 2, 7, 8, 9, 10; the Southeast Quarter of Section 3.

In Township 2 South Range 5 East:
Lots 5, 6, 7 and 8 of Section 5; Lots 1, 2, 3, 4, 6, and 7 of Section 8; Lots 5 and 8
of Section 8; the West half of the Northwest quarter and the Northeast Quarter
of the Southwest quarter of Section 9; Lots 1, 2, 3 and the East half of the Northwest
quarter of Section 17.

An undivided $\frac{1}{2}$ interest in the following:
The North half of Section 34, Township 1 South Range 3 East; All of Section 33 and the
west $\frac{1}{2}$ of Section 34, Township 1, South, Range 5 East; all of Section 3; Lots 1, 2, 3,
and 4, the Southwest quarter of the Northeast quarter and the South half of the North-
west Quarter; the Southwest quarter of Section 4, Township 2 South Range 5 East.

Also the water and water rights appurtenant to said land, whether evidenced by
shares of stock in an incorporated Company or otherwise. 2,053.33

An undivided $\frac{1}{9}$ th interest in grazing land, which was originally sold under
contract to Cleo D. Wright Company, which contract was dated April 1, 1936, the pur-
chaser under said contract having defaulted in the payment of same and said contract
having been cancelled. The description of this land is as follows:

In Township 1 South Range 3 East:
The East half of Section 22; the Southwest Quarter of Section 26.

In Township 1 South Range 5 East;
All of Section 19; the Southwest Quarter of Section 20 and the South half of the South-
east quarter of Section 20; the southwest quarter; the North half and the north half
of the Southeast quarter of Section 21; all of Section 29, the South half of the North-
east quarter; the Northwest quarter; and the South half of Section 9;

Also an undivided $\frac{1}{2}$ interest in the South half of Section 27, Township 1 South
Range 3 East, Salt Lake Base and Meridian.

Also the water and water rights appurtenant to said land, whether evidenced by
shares of stock in an incorporated Company or otherwise. 880.00

Cash 346.87

\$9,291.26

Dated this 11th day of August, 1941.

M. J. Bronson
Judge

Attest: John E. Wright
Clerk.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

CERTIFICATE

I, John E. Wright, clerk of the Third District Court, in and for Summit County,
State of Utah, do hereby certify that the above and foregoing is a full, true and
correct copy of the order approving final account and of final discharge of guardian
in the matter of the estate and guardianship of Keith H. Bates, a minor, made and
entered on the 11th day of August, 1941, as the same appears on file and of record in
my office.

WITNESS my hand and the seal of said court this 12th day of August, 1941.

(SEAL) John E. Wright
Clerk.

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Recorded at the request of the Utah Saving & Trust, August 25 A.D., 1941 at 9 o'clock A.M.
Mae R. Tree, County Recorder