

...than the unpaid balance of the note hereby secured.

In case of foreclosure of this mortgage, the said mortgagors agree to pay a reasonable attorney's fee, together with all costs incident to said foreclosure.

WITNESS the hands of said mortgagors this 25<sup>th</sup> day of July A. D. nineteen hundred and forty-five.

Signed in Presence of:

Elias J. Day } Bert A. Hughes  
 } Dora H. Hughes

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 25<sup>th</sup> day of July, A. D. 1945, personally appeared before me Bert A. Hughes and Dora H. Hughes, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Elias J. Day  
Notary Public, residing  
at Salt Lake City, Utah

My commission expires:  
My Commission Expires May 17, 1949

No. 1042-228 Salt Lake City, Utah. .... 19...  
.....hereby satisfy and discharge this Mortgage of Record and  
declare the indebtedness secured thereby fully paid.  
Attest:  
Cornelia S. Lund John Mathews  
Recorder, Salt Lake County, Utah.  
By J. Pratt .....  
Deputy Mortgage Produced.

Recorded at Request of Utah Oil Co. AUG. 2. 1945  
at 10:20 AM Recd paid \$ 1.50 Cornelia S. Lund, Recorder S. L. County, Utah  
By F. C. Jamnaway, Dep. Book 437 Page 263 Ref: 226-17-10

10427319

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$25.00, the receipt of which is hereby acknowledged, GRACE HOPPAUGH, hereinafter called grantor, hereby grants unto UTAH OIL REFINING COMPANY, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, on, over and through the following described land, situate in SALT LAKE COUNTY, State of Utah, to-wit:

A strip of land two (2) rods in width (one rod on each side of the existing pipe line) running a distance of approximately twelve and one-half (12½) rods north and south, across the west end of the following described portion of said premises, to-wit:

Commencing at a point on the south line of lot 2, Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian; on the west side of where the Rio Grande Western Railway intersects the south line of said Lot 2; thence north on the west side of said Denver and Rio Grande Western Railroad Company's land twelve and one-half (12½) rods; thence west to the Eastern shore of Hot Springs Lake; thence south twelve and one-half (12½) rods; thence east to the place of beginning.

Grantor reserves the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantor on said land, on the basis of the status, condition and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantor, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantor above named has hereunto set her hand and seal this 23<sup>rd</sup> day of June 1945.

Signed, sealed and delivered in the presence of:

Frank A. Johnson  
Grace W. Hoppaugh      Grace W. Hoppaugh (SEAL)  
J. J. Madden

ACKNOWLEDGEMENT

STATE OF UTAH                    :  
    :                                    SS  
SALT LAKE COUNTY             :

Before me, a Notary Public, in and for said County and State, on this 23<sup>rd</sup> day of June, 1945, personally appeared GRACE HOPPAUGH, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires:



June 16, 1949

Frank A. Johnson  
Notary Public