

2241907

## AGREEMENT.

This Agreement made and entered into this 13th day of May, 1966, by and between Alvin A. Mawson, a widower, hereinafter known as the party of the first part, and Richard Allan, both of Salt Lake City, Utah, hereinafter known as the party of the second part

WHEREAS the party of the first part is the owner of, entitled to, and in possession of the following described real property situate in Salt Lake County, State of Utah:

Commencing South 0°16' West 287.1 feet and North 89°51' East 358.1 feet from the NW Corner lot 9, Blk. 18, 10 acre Plat A. BF Sur., No. 89°51' East 102.31 feet. Thence So. 0° 16' West 115 1/2 feet; thence South 89°51 West 102.31 feet; No. 0° 16' East 115 1/2 to beginning.

And WHEREAS, the party of the first part is desirous of selling said property, and the party of the second is desirous of purchasing the same therefore

For and in consideration of the sum of \$8,000.00 to be paid by the party of the second part to the party of the first part, the party of the first part hereby agrees to sell and convey the said above described property to the party of the second part,

Said party of the second part agrees to enter into possession, and pay for the described premises the said sum of Eight Thousand and No/100 Dollars (\$8,000.00), payable at the residence of the party of the first part, to him, his assigns or order, strictly within the following times, to-wit: Three Thousand and no/100 Dollars (\$3,000.00) upon the execution of this Agreement the receipt of which is hereby acknowledged, and the balance of the Five Thousand & no/100 Dollars (\$5,000.00) shall be paid as follows: \$100.00 or more on or before the 12th day of June, 1966; \$100.00 or more, on or before the 12th day of each and every month up to and including the 12th day of May, 1967.

That the entire balance shall also become due and owing on the 12th day of June, 1967.

Possession of said premises shall be delivered to the party of the second part upon payment of purchase price in full.

Said monthly and/or final payments are to be applied first to the payment of the interest and second to the reduction of the principal.

Interest shall be charged from May 12th, 1966 on all unpaid portions of the purchase price at the rate of six per centum (6%) per annum.

It is understood that the only encumbrances against said premises is a special sewer assessment to Sugarhouse Sewer District No. 3.

Party of the First Part agrees to install curb and gutter in front of said premises upon completion of building to be constructed upon said premises subject to the following restrictions:

1. Party of the First part to retain a 7 foot right of way on West side of the property for utilities.
2. Building to be erected not less than 25 feet back from the Street property line.
3. Building must comply with zoning laws in effect in Salt Lake County, Utah.
4. Front of building must be constructed with brick or stone masonry. Sides may be brick, stone or cinder block.
5. Driveway to be along the East side of said property.

Parties each agree to pay one half of the general taxes to Salt Lake County, State of Utah for the year 1966. Party of the second part agrees to pay taxes thereafter.

The party of the first part on receiving payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the party of the second part or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances, except as herein mentioned and except as may have accrued by or through the acts or neglect of the party of the second part, and to furnish at his expense, a policy of title insurance in the amount of the purchase price at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this Agreement, or at time of delivery of deed, at the option of the party of the second part.

It is hereby expressly understood and agreed by the parties hereto that the party of the second part accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The party of the first part and the party of the second part agreed that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto,

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Glen S. Hatch

Alvin A. Mawson  
Party of the First Part

Richard Allen  
Party of the Second Part

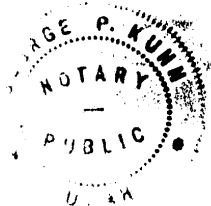
STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 18th day of April, A. D. 1968, personally appeared before me Alvin A. Mawson, a widower, one of the signers of the foregoing instrument, who duly acknowledged to me that he Signed the same.

George F. Kuhn  
Notary Public

C. E. 12-1-70

Residing at Salt Lake County, Utah



Recorded APR 18 1968 at 12:47 p.m.  
Request of Alvin A. Mawson  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 4.00 By Lynn Jones Deputy  
Ref. \_\_\_\_\_

322 E. 33rd St.  
city