

#368965

State Of Utah }
County Of Salt Lake }

ss

Joseph Orgill, being first duly sworn, deposes and says: I am an actual and bona fide resident of Draper, Salt Lake County, State of Utah, and have been ever since and prior to the 19th day of June, 1872; that on said 19th day of June, 1872, David Pulsipher and Isabella E. Pulsipher, his wife, by warranty deed, conveyed to me that certain parcel of land described in said deed, which deed was filed on May 4th, 1893, and recorded in Book 4 "T" of Deeds, page 99, in the County Recorder's Office of Salt Lake County; that the grantee named in said deed is Joseph Orgill, but that my true name is Joseph Orgill; that said mistake was made in the spelling of my said name as grantee in said deed; that at the time of the execution of said deed I was in possession of the premises described therein and have been in actual possession of said premises as grantee named in said deed since said 19th day of June, 1872, and that the grantee named in said deed as Joseph Orgil is one and the same person as Joseph Orgill, affiant herein.

Further affiant sayeth not.

Joseph Orgill

Subscribed and sworn to before me this 23 day of March, 1914.



Barnard J. Stewart

Notary Public

Recorded at request of Andrew Orgill, Nov. 13, 1916, at 3:50 P. M., in "36" of Deeds & Leases, Page 458. Abstracted in "D-12", Page 201, Line 45. Recording fee paid 80¢. (Signed) Geo. H. Island, Recorder, Salt Lake County, Utah. By W. M. Swan, Deputy.

A.T.P.
G.H.

#368966

Release And Grant Of Easement.

This Indenture, made by and between Mary A. Brady, herein called the first party, and The Denver And Rio Grande Railroad Company, herein called the second party, Witnesseth:

Whereas, the second party has heretofore erected a viaduct in Salt Lake City, Utah, on Fourth South Street east and west on said street across said second party's tracks, pursuant to and in obedience to certain ordinances passed by the Board of Commissioners of Salt Lake City, Utah, and the said viaduct was later accepted by the Board of Commissioners of Salt Lake City, Utah, which ordinances on file in the office of the Salt Lake City Recorder, are hereby referred to and made a part hereof for a more specific description of the said viaduct; and

Whereas, the first party is the owner and entitled to the possession of the following described real property in Salt Lake County, State of Utah, in the vicinity of the said viaduct:

Lot 39, Block 2, Coates & Corum's Subdivision of Block 26, Plat "C", Salt Lake City Survey;

and has heretofore commenced an action at law in the District Court of the State of Utah in and for Salt Lake County, for the purpose of securing damages alleged to have been done to the said premises by the said viaduct, which action is numbered 17304 in the files and on the records of the said court, to which files and records reference is hereby made as a part hereof; and

Whereas, the second party has offered to pay to the first party and the first party has accepted the sum of \$150.00. to fully compromise and settle the said action and all other actions arising out of the premises, and for the perpetual right, privilege and easement of maintaining said viaduct or of reconstructing same if necessary

without incurring any liability therefor;

Now Therefore, in consideration of the sum of \$150.00 in ^{to the first party} hand paid, by the second party, the receipt of which is hereby acknowledged, the first party for herself, her heirs, personal representatives, assigns, grantees and successors in interest, does hereby release and discharge the second party, its assigns, grantees, ^{lessees} licensees and successors in interest, of and from any and all claims, demands, rights and causes of action of whatsoever nature or kind that have accrued or which may hereafter accrue by virtue of any damage or injury done, or claimed to be done, or which may hereafter be done or claimed to be done, by the erection of said viaduct to the premises herein described, or to any buildings or structures thereon or which may hereafter be placed or built thereon.

And further, for the same consideration, the first party for herself, her heirs, personal representatives, assigns, grantees and successors in interest, does hereby give, grant and convey unto the second party, its assigns, grantees, lessees, licensees and successors in interest, the perpetual right, privilege and easement of maintaining and using, or of reconstructing if necessary, the said viaduct as it was built and now stands and as it is now used or as its use may hereafter be increased or changed, without incurring any liability of whatsoever nature or kind at law or in equity.

This, however, does not contemplate any enlargement or widening of the said viaduct which might in some way cause additional damage to said premises or which may amount to an additional burden upon said street.

And further, for the same consideration, the first party agrees to forthwith dismiss or cause to be dismissed the action at law pending as aforesaid.

The covenants herein contained on behalf of the first party shall run with all the property aforesaid and shall be binding upon any of her tenants, lessees, possessors, or the successors in interest of the same.

This agreement shall run in favor of the assigns, grantees and successors in interest of the second party and be binding upon the heirs, personal representatives, assigns, grantees and successors in interest of the first party.

In Witness Whereof the first party has hereunto set her hand and seal this 11th day of November, 1916.

Signed In the Presence Of
A. W. Vance

Mary A. Brady (SEAL)

State Of Utah, } ss.
County Of Salt Lake.

On the 11 day of November, 1916, personally appeared before me Mary A. Brady, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My commission expires June 6th 1919.



A. M. Naylor

Notary Public

I, the undersigned, attorney for the party of the first part in the foregoing release and grant of easement in that certain action at law now pending and mentioned in the foregoing release, do hereby consent to the execution and delivery of the said release and grant of easement on the terms and conditions mentioned therein, and do hereby waive any and all liens which we may have on the cause or causes of action stated in the complaint and filed in said action at law, and do hereby acknowledge that said lien or liens have been fully satisfied and discharged.

Dated Nov. 11, 1916.

Chris M. Naylor
Attorney For First Party.

I, the undersigned mortgagee of the property described in the foregoing release and grant of easement, for and in consideration of the sum of \$1.00 and other valuable considerations to me in hand paid, do hereby consent to the execution and delivery of the said release and grant of easement; hereby waive any and all rights and liens that I may have or which may hereafter accrue to me, which are in any way inconsistent to the said release and grant of easement; and hereby join in the said release and grant of easement as fully and completely as the first party therein.

Signed In The Presence Of:

Oscar Litterle

Salt Lake Security & Trust Co. (SEAL)

By A. C. Sullivan Asst Cashier

Recorded at request of Van Cott, Allison & Riter, Nov. 13, 1916, at 3:57 P.M. in "36" of Lien & Leases, Pages 458-60. Abstracted in "S-3", Page 230, Line 22. Recording fee paid, \$2.50. (Signed) Geo. H. Island, Recorder, Salt Lake County, Utah. By W. M. Swan, Deputy.

#369312 In The District Court Of The Third Judicial District In And For
Salt Lake County, State Of Utah

In the Matter of the Estate of
Josephine D. Smith, Deceased.

Order.

The petition of Agnes K. Kimball of the city and county of Salt Lake, State of Utah, heretofore filed with this court in the above entitled matter, praying that all of the right, title, claim, and interest of Josephine D. Smith, during her lifetime, or of the estate of the said Josephine D. Smith, Deceased, be distributed to herself and Clarence B. Smith, as therein prayed, coming on for hearing in open court on the 17th day of November, 1916; and Richard W. Young, Jr., and Agnes K. Kimball being both duly sworn and their testimony being received; and it appearing therefrom that the said Agnes K. Kimball claims title to the property hereinafter described by virtue of mense conveyances to her; and it further appearing that the interest and title of the said Josephine D. Smith, deceased, in and to the following described real property which she had during her lifetime has never been distributed in her estate by a proper order of this court; and it further appearing that no notice to creditors in the said estate of Josephine D. Smith, deceased, has ever been published; and that four months have elapsed from the conveyance of letters testamentary in said estate; and it appearing that Susannah Davy, who under the terms of the will of the said Josephine D. Smith, deceased, was to enjoy a life estate in the hereinafter described property, is now dead; and it further appearing that under a decree duly entered in a suit brought in this court by Clarence B. Smith (the said Clarence B. Smith being the son of Josephine D. Smith, and an infant at the time of her death), Tella K. Braun Crox, and J. W. Smith, as plaintiffs, against Moroni H. and Agnes K. Kimball, the date of said decree being March 9, 1912, this court decreed title to the hereinafter described property as follows: 2/27 thereof in Clarence B. Smith and 25/27 thereof to your petitioner Agnes K. Kimball, and it appearing that in said suit the administrator of the estate of Josephine D. Smith, deceased, was never made a party defendant, and that, therefore, the title of the said estate in and to said real property has never passed from said estate; and it appearing that due and legal notice having been published as provided by statute of the time of hearing of this petition;

It Is Therefore Ordered, Adjudged And Decreed That, upon the petitioner executing and filing with the clerk of this court a bond in the sum of \$1,000.00 that all of the right, title, claim and interest of the said Josephine D. Smith, deceased, during her lifetime, or of the said estate of Josephine D. Smith, deceased, in and to the following described property be decreed, and it is hereby decreed, to be 25/27 thereof in your petitioner, Agnes