

in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof; the said party of the first part shall and will warrant and forever defend.

Meaning hereby to convey to party of second part, all right of dower which she may have had in and to said premises at time of divorce heretofore entered.

And the said party of the first part hereby expressly waives and releases any and all right, benefit, privilege, advantage and exemption, under or by virtue of any and all statutes of the State of Utah providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Marie C McCoy (Seal)

R. Blake

Hattie Winkelman

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, James McKeag a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Marie C. McCoy, Divorced and formerly wife of Charles R. McCoy who is personally known to me to be the real person whose name is subscribed to the within Deed as having executed the same, appeared before me this day, in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth, and thereby conveyed all her right, title and interest in and to the premises described in said Instrument, and expressly waived and released all right, title and benefit of exemption under any and all Homestead Exemption Laws, so called, of said State of Utah.

And the said Marie C. McCoy, former wife of the said Charles R. McCoy having been by me examined, separate and apart from, and out of the hearing of her former husband, and the contents and meaning of said instrument, and all her rights under the Homestead Laws of the State of Utah having been by me made known and fully explained to her, acknowledged it to be her act and deed, and that she had executed the same, and relinquished her dower and all right, title, and interest in and to the lands and tenements herein mentioned, and expressly waived and released all her rights and advantages under and by virtue of all laws of said State of Utah relating to the Exemption of Homesteads, all voluntarily and freely, and without the compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and Notarial seal, this fifteenth day of January A. D. 1917

James McKeag

Notary Public

My commission expires Aug-10-1919

Recorded at the request of James McKeag, Sep 5, 1919, at 10:37 A. M., in Book "10-V" Deeds, pages 581-2. Abstracted in S-6, page 195, line 42. Recording fee paid \$1.90 (Signed) Berkley Olson, Recorder, Salt Lake County, Utah. By J. H. McKay, Deputy.

#418713

WARRANTY DEED

L. B. Swaner and June S. Swaner, his wife, of Salt Lake City, Utah, Grantors, hereby convey and warrant to Helen Mar Cates, Grantee, of Salt Lake City, Utah, for the sum of ten dollars (\$10.00) and other considerations and conditions hereinafter expressed, the following-described tract of land situate in Salt Lake County, Utah, to-wit:

Commencing at a point north 0° 01' 57" west 85 feet and North 89° 58' 03" east 242.26 feet and along a curve to the left (radius 478.11 feet) 43.74 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being place of beginning; thence North 5° 16' 27" west 140 feet; thence easterly along a curve to the left (radius 338.11 feet) 65.06 feet; thence South 16° 17' 57" east 140 feet; thence Westerly along a curve to the right (radius 478.11 feet) 92 feet to a point of beginning; being the same tract of land conveyed to said L. B. Swaner by the Bonneville-on-the-Hill Company by deed bearing date the 2nd day of September, 1919, and particularly therein referred to as the parcel marked "B" on the plat thereto attached.

General taxes for the year 1919 to be pro-rated between the Grantors and the Grantee as of this date.

The Grantors for themselves, their heirs, executors, administrators and assigns, covenant and agree to and with said Grantee, her heirs, administrators and assigns, as follows:

1. That for the purpose of benefiting the land hereby conveyed and to the extent necessary to maintain and protect the character and value of land, the grantors hereby convey, transfer, assign and set over unto the grantee the right, title, interest and estate of the grantors of, in and to the covenants of the grantor in said certain deed of conveyance bearing date the 2nd day of September, 1919, wherein the Bonneville-on-the-Hill Company is the grantor and L. B. Swaner is the grantee.

2. The grantors covenant and agree to and with the grantee to abide by and perform those certain covenants of said L. B. Swaner as grantee in that certain deed of conveyance bearing date the 2nd day of September, 1919, wherein the Bonneville-on-the-Hill Company is the grantor and L. B. Swaner is the grantee.

The Grantee covenants and agrees:

1. That no apartment house, flat, terrace, double house, or any kind of business house shall be erected or maintained on the premises hereby conveyed, but only a segregated private residence with garage or other necessary out-buildings.
2. That upon the premises hereby conveyed there shall be constructed by the grantee a dwelling house of not less than two stories; that the cost and actual value of the same shall not be less than fifteen thousand dollars (\$15,000), the construction of the same to begin immediately and prosecuted with diligence until completed.
3. That no building shall be erected on said premises the front wall of which is at a distance of less than 35 feet from the front line of said premises.
4. That no fence shall be built thereon higher than 3 feet within 75 feet from the front line thereof.
5. That no sign shall be placed or maintained upon said premises larger than 6 inches in height by 15 inches long.

IT IS FURTHER MUTUALLY UNDERSTOOD, COVENANTED AND AGREED that all of said restrictions shall be removed, ceased, and determined on and after January 1, 1937.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals on this 3rd day of September, 1919.

Witness:

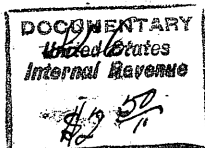
G C. Zwally.

STATE OF UTAH)

COUNTY OF SALT LAKE)

SS

On this 4 day of September, 1919, personally appeared before me, a Notary Public in and for the state and county aforesaid, L. B. Swaner and June S. Swaner, his wife, the signers of the within instrument, who duly acknowledged to me that they, respectively, executed the same.



L. B. Swaner (Seal)

June S. Swaner (Seal)

My commission expires Dec. 4, 1921.



L. C. Van Voorhis

Notary Public.

Recorded at the request of L. S. Cates, Sep 5, 1919, at 10:46 A. M., in Book "10-S" Deeds, pages 582-3. Abstracted in D-6, page 97, lines 13&14. Recording fee paid \$1.70 (Signed) Berkley Olson, Recorder, Salt Lake County, Utah. By J. H. McKay, Deputy.

#418732

RECEIVER'S DEED

THIS INDENTURE made at Salt Lake City, Utah, this 4th day of September, 1919, by and between Utah Savings & Trust Company, as Receiver of the Salt Lake Security & Trust Company, a banking corporation of the State of Utah, Party of the first part, and Allen Mednick of Salt Lake City, Utah, party of the Second part,

WITNESSETH: That Whereas heretofore in an action wherein W. E. Evans, as Bank Commissioner of the State of Utah, is plaintiff, and Salt Lake Security & Trust Company is defendant, now pending in the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, said Court duly made and entered an order appointing the First Party, Utah Savings & Trust Company, as receiver of said Salt Lake Security & Trust Company and all of its assets, with the usual powers vested in such receivers and especially such as are defined by the laws of the State of Utah, reference to which laws and the order of the Court is hereby made; and

Whereas, pursuant to said order said First Party thereupon and on or about the second day of January, 1919, duly qualified as such receiver and since said date has been and now is the duly appointed, qualified and acting receiver of said Salt Lake Security & Trust Company; and

Whereas said Salt Lake Security & Trust Company, while engaged in the transaction of its business in the usual course heretofore and on or about the 1st day of August, 1919, entered into an agreement in writing with said Second Party under and by the terms of which said Salt Lake Security & Trust Company agreed to convey to said Second party the premises hereinafter described upon the payment of the sum of \$2,750.00, at the times and in the manner as in said agreement set forth; and

Whereas it appears from the records of Salt Lake Security & Trust Company and to the satisfaction of the said First Party, acting as Receiver as aforesaid, that the payments as stipulated for in said contract have been duly made with the exception of \$2,610.00, which is the whole sum remaining due and unpaid upon said contract; and

Whereas the said Party of the Second Part has paid to the Party of the First Part, as such Receiver, the said last mentioned sum in full payment, satisfaction and discharge of the purchase price stipulated for in said contract and has become entitled to a conveyance of the said premises as in said contract provided; and

Whereas said agreement appears to be and is in all respects a good, valid and subsisting obligation on the part of said Salt Lake Security & Trust Company and its Receiver and the Second part, has in all respects complied therewith and is entitled to a conveyance thereunder;

Now, Therefore, in consideration of the premises and of the payment of the balance in full of said contract, price, the said party of the First Part as such receiver hereby bargains, sells grants and conveys unto the said Party of the Second Part all of the right, title and interest of the said Salt Lake Security & Trust Company, as well as all the right, title and interest of the said Party of the First Part as such receiver, or to which, as Receiver, it would be entitled by operation of law, or otherwise, in and to those certain premises in the County of Salt Lake, State of Utah, more particularly described as follows: