

3-W of L & L.

Endorsed No. 12497, District Court, Probate Division, Third Judicial District, County of Salt Lake, State of Utah. Estate of Ellen Livingston Smith, Deceased. Filed in the Clerk's Office, Salt Lake County, Utah, Jul 30, 1924, Clarence Cowan, Clerk 3rd Dist. Court, By L. P. Palmer, Deputy Clerk.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

I, Clarence Cowan, Clerk of the Third Judicial District Court of the State of Utah, in and for Salt Lake County, do hereby certify that the foregoing is a full, true and correct copy of the original

---ORDER CONFIRMING SALE:--

IN THE MATTER OF THE ESTATE OF ELLEN LIVINGSTON SMITH, DECEASED
#12497

as appears of record and file in my office.

WITNESS my hand and the Seal of said Court, at Salt Lake City, this 30th day of July A. D. 1924

Third Judicial District Court
Salt Lake County
State of Utah

Clarence Cowan Clerk
By L. P. Palmer Deputy Clerk

Recorded at the request of Young & Moyle, July 31, 1924 at 3:25 P. M. in Bk. 3-W of L & L. Pages 22-23. Recording fee paid \$1.50. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, By R. G. Collett, Deputy C-23-198-50.

517109 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

SAMUEL PERRY,

Deceased.

ORDER.

The petition of James Perry, duly appointed, qualified and acting executor of the Last Will and Testament of Samuel Perry, deceased, for authority to release the property hereinafter described from the lien of that certain mortgage made and executed by Paul E. Nelson and Eunice E. Nelson, his wife, to the said Samuel Perry, deceased, in the sum of \$21,697.50 of date April 1, 1923 came on regularly for hearing before the court, and

It appearing to the court that the said Paul E. Nelson and Eunice E. Nelson, his wife, heretofore sold the property hereinafter described to W. J. and Robert Burns subject to said mortgage, and that during the life time of the said Samuel Perry he agreed with the Said W. J. and Robert Burns to release the said property hereinafter described from the lien of said mortgage upon the payment to him of the sum of \$2,000, and

It further appearing to the court that the said W. J. and Robert Burns are now ready, able and willing to pay such sum of \$2,000 together with \$195.00 interest thereon.

Now, therefore, it is hereby ordered that upon payment of said sum of \$2,000 together with \$195.00 interest thereon, the said petitioner, James Perry, as executor of the Last Will and Testament of Samuel Perry, deceased, is hereby authorized and directed to release the property hereinafter described from the lien of said mortgage.

Said real property herein referred to is situated at Sandy, Salt Lake County, Utah, and is described as follows, to-wit:

The North One Hundred(100) feet of Lot One(1), Block One (1), Perry Subdivision, as recorded in the office of the County Recorder of Salt Lake County, Utah.

Chris Mathison
Judge.

Dated: July 31, 1924.

Recorded at the request of A. E. Carr, Aug. 6, 1924, at 9.15 A. M. in book 3-W of L & L. Page 23. Recording fee paid \$1.10. (Signed) Lillian Cutler, Recorder Salt Lake County By R. G. Collett, Deputy S-19-15-1

See Mortgage #487858 in BK "10-0" pp 388-9

517143 O. K. As to Form EASEMENT AGREEMENT.
W H F

THIS AGREEMENT, made this 25th day of July, A. D. 1924, by and between J. A. KEARNS, party of the first part, and SALT LAKE CITY, a municipal corporation of the State of Utah, party of the second part, WITNESSETH:

THAT WHEREAS, party of the first part has constructed and is now constructing two apartment houses on the following described real property, situate, lying and being in Salt Lake City, Salt Lake County, State of Utah, to-wit:

Beginning at the Northeast corner of Lot 8, Blk. 48, Plat "B", running thence West approximately 102 feet; thence South 123.75 feet; thence East 102 feet; thence North 123.75 feet to point of beginning.

Beginning 102 feet west of the Northeast corner of Lot 8, Blk. 48, Plat "B", running thence west approximately 228 feet to the west line of Lot 8; thence South 82.50 feet; thence West 165 feet; thence South 82.50 feet; thence East 165 feet; thence North 41.25 feet; thence East 228 feet; thence North 123.75 feet to point of beginning.

AND WHEREAS, Salt Lake City under date of May 16, 1924, passed an ordinance relating to sewers and known as Section 1677X1, which ordinance is hereby referred to, incorporated herein and made a part hereof; and

WHEREAS, said party of the first part is the owner in fee of the above described property and has divided the same into two apartment lots and has erected or is in the process of erecting apartment houses on said described property; and

WHEREAS, the Board of Commissioners of Salt Lake City upon the recommendations of its City Engineer will permit both of said apartment houses to be connected to the main line sewer lateral upon the party of the first part executing an agreement to conform with the provisions of said Section 1677X1, herein referred to.

NOW, THEREFORE, in consideration of Salt Lake City granting permission to connect both of said apartment houses to the same sewer lateral, the party of the first part hereby agrees that in the event of said apartment houses being sold or disposed of separately, the grantees shall have a perpetual easement over and through the above described premises for the purpose of constructing, maintaining and operating each separate sewer connection, and the separate owners shall have the easement running with the land for the purpose of maintaining said sewers.

Witness the hands of the parties hereto the day and year first above written.

Salt Lake City, Utah.
Corporate Seal.

J. A. Kearns
SALT LAKE CITY CORPORATION,
By C. Clarence Neslen
Mayor.

Attest:
W A Leatham
City Recorder.

STATE OF UTAH)
COUNTY OF SALT LAKE)SS.

On the 25th day of July, A. D. 1924, personally appeared before me J. A. KEARNS, personally known to me to be the signer of the above instrument, who duly acknowledged to me that he executed the same.

Elsie M. Kemp,
Notary Public
State of Utah.
Commission Expires
Oct. 14, 1927. *SEAM*

Elsie M. Kemp.
Notary Public, residing at
Salt Lake City, Utah.

Recorded at the request of E. G. Harris Aug 6 1924 at 11:40 A. M. in Bk. 3-W of L & L Pgs. 23-24. Recording fee paid \$1.50 (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, By R. G. Collett, Deputy, C-23-181-47.

517191

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT,
SALT LAKE COUNTY, STATE OF UTAH.

P. A. WESTMAN, and
J. W. BUCKLEY, Plaintiffs,
vs.
EMMA JOHNSON,
MRS. D. CHADWICK,
JOHN A. BURT, and
W. H. HAIGH, Defendants.

LIS PENDENS

TO WHOM IT MAY CONCERN:

Notice is hereby given that the plaintiffs have commenced the above entitled action to set aside release of mortgage No. 516125 recorded July 18, 1924, and assignment of mortgage dated June 12, 1924, and to establish mortgage of \$2700.00 given by said John A. Burt to said W. H. Haigh, and to compel said assignment to be made direct from said mortgagee to these plaintiffs, and plaintiffs be decreed to have a first mortgage upon the "Almond Apartments" and the following described real property upon which said apartments are situate in Salt Lake City, Salt Lake County, State of Utah, to-wit:

Commencing 3 rods East of the Southwest corner of Lot 1, Block 14, Plat "E" Salt Lake City Survey; thence North 45 feet; thence East to the West line of Almond Street; thence Southeasterly to the Southeast corner of said Lot 1; thence West to place of beginning.

Dated this August 6th, 1924.

C E Norton
Attorney for Plaintiffs.

P A Westman

J. W. Buckley.
Plaintiffs.

Recorded at the request of C.E.Norton Aug 7, 1924, at 10.36 A. M. in Bk. 3 - W of L & L page 24. Recording fee paid 90¢. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, By R. G. Collett, Deputy, C-14-202 46-47.

517205

No. 1133

(Certified Copy.)
BISHOP'S CERTIFICATE

Series B.

TO WHOM IT MAY CONCERN:

We, the undersigned, Presidency of the Church of Jesus Christ of Latter-day Saints, do hereby certify that on the twenty-sixth day of May A. D., 1924, Christian O Jensen was duly chosen and appointed Bishop of the Thirty second Ward, of the Church of Jesus Christ of Latter-day Saints, in the County of Salt Lake, State of Utah.

Said Christian O. Jensen was ordained and set apart by Elder George Albert Smith in conformity with the rites, regulations and discipline of said Church of Jesus Christ of Latter-day Saints.

IN TESTIMONY WHEREOF, we hereto subscribe our names at Salt Lake City, Utah, this 26th day of June A. D., 1924.

Heber J. Grant
Charles W. Penrose
Anthony W. Ivins

Presidency of the Church of Jesus Christ of Latter-day Saints.

This is to Certify that the above and foregoing is a full, true and correct copy of the original certificate issued by the Presidency of the Church of Jesus Christ of Latter-day Saints, to Christian O. Jensen as Bishop of Thirty-second Ward, of the Church of Jesus Christ of Latter-day Saints, in the County of Salt Lake State of Utah

WITNESS our hands this 26th day of June A. D., 1924

Arthur Winter
Secretary to the Presidency of the Church of
Jesus Christ of Latter-day Saints.

Recorded at the request of Alexander Buchanan, Aug 7, 1924. at 12.30 P. M. in Bk 3-W of L & L page 24. Recording fee paid \$1.00. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah by R. G. Collett, Deputy. Entered in Misc Index # 6272.

517224

NOTICE OF LIEN.

Notice is hereby given that Utah Lumber Company, a Corporation organized under the laws of the State of Utah, having its principal place of business at Salt Lake City, Utah, intends to and does hereby hold and claim a lien upon the property hereinafter described and to that end represents and alleges as follows:

1. That said Utah Lumber Company is a corporation engaged in the business of buying and selling lumber, building materials, builders' supplies and materials of like character.

2. That heretofore, to-wit: on and between the 6th day of June, 1924, and the 28th day of June, 1924, claimant sold, furnished and delivered for the construction, alteration, addition to, and repair of a certain building upon said premises hereinafter described, certain materials consisting of lumber and building materials and builders' supplies, all of which were required for, sold, furnished and delivered to be used in and upon and were actually used in and upon the construction, alteration, addition to and repair of said building upon said premises.

3. That said materials were sold and delivered to one J. D. Wade, hereinafter called contractor, upon an open running account covering the period above specified.

4. That the claimant sold and delivered said materials to said contractor and said contractor purchased and received the same as needed for the construction, alteration, addition to and repair of said building and agreed to pay claimant for the same the going market price, as the work progressed and the whole balance that might be due upon said account when the last materials were furnished and delivered. That no special time or terms were agreed upon between said claimant and the said contractor. That the total purchase price of the said materials so sold and delivered as aforesaid to said contractor, at the going market prices and the reasonable value of the same was the sum of Three Hundred and Eight and 43/100 (\$308.43) Dollars. That by reason of the premises said contractor became and was indebted to said claimant for said materials in said

See Release # 520862 in Bk 3-W pg 481.

See Mfg # 516126 in Bk 10-4 pg 308.
See Case # 514453 in Bk 11-B pg 39.

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