

papers required and pay one-half of the expenses necessary in obtaining said loan; the Seller agreeing to pay the other one-half provided, however, that the monthly payment required by such building society shall not exceed the monthly payments as above provided.

The Buyers agree to pay before delinquent, all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on said premises during the life of this agreement, except as to the taxes for the year 1924, which shall be pro-rated between the Seller and the Buyers as of this date. The Seller hereby covenants and agrees that there are no assessments, general taxes or special taxes against said premises, except taxes for the year 1924, and that there are no liens, mortgages or other encumbrances against said property, or any portion thereof, except that certain mortgage executed by the Seller to the Morningstar-Vogeler Investment Company, and assigned by said mortgage to William H. Jones, and Jennie S. Jones, of San Diego, California, to secure the note of the Seller for Five Thousand Dollars (\$5,000) dated September 1st, 1923, due and payable September 1st, 1928, together with interest, and the Seller covenants and agrees that it will, within a reasonable time, secure from the mortgagee and from the owners and holders of said note and mortgage, full release and discharge thereof as to the property above described, provided, that until such release and discharge is obtained by the Seller and placed of record with the County Recorder of Salt Lake County, Utah, at its own cost and expense, the Buyers shall not be required to make any payments hereon in addition to the initial payment herein provided for.

The Buyers further agree to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller to the amount of their full insurable value, and to assign said insurance to the Seller as its interests may appear, and to deliver the insurance policy to it.

In the event the Buyers shall default in the payment of any special or general taxes, assessments or insurance premiums, as herein provided, the Seller may, at its option, pay said taxes, assessments and insurance premiums, or either of them, and if it elects so to do, then the Buyers agree to repay the Seller upon demand, all such sums so advanced and paid by it, together with interest thereon from date of payments of said sums at the rate of one per cent per month until paid; and all such sums, together with interest, shall, at the option of the Seller, be secured by this agreement.

In the event of the failure to comply with any of the terms hereof by the Buyers, or upon failure to make any payments when the same shall become due, or within thirty (30) days thereafter, the Seller shall, at its option, be released from all obligations in law and equity to convey said property, and the said Buyers shall forfeit as liquidated damages, all payments which have been made theretofore on this contract, and the Buyers agree that the Seller may, at its option, re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyers, or Seller, thereon, and the said additions and improvements shall remain with the land and be or become the property of the Seller, the Buyers becoming at once tenants at will of the Seller. It is agreed that time is of the essence of this agreement.

The Buyers, their heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned, and upon the performance by the Buyers of all other terms thereof, agrees to execute and deliver to the Buyers, or assigns, a good and sufficient warrant deed, conveying the title to the above described premises free and clear of all encumbrances, and except as may have accrued by or through the acts or neglect of the Buyers, and to furnish at its expense, an abstract brought down to this date.

The Seller agrees, within a reasonable time hereafter, to commence to erect and to complete, within a reasonable time, a building on said premises in accordance with the plans and specifications prepared by one Albert White, a contractor, of Salt Lake City, Utah, which said plans and specifications have been exhibited to the Buyers and agreed upon, between them and the Seller, as the plans and specifications herein referred to.

Upon the completion of said building, the Seller shall ascertain the actual cost of the construction of said building, and shall notify the Buyers in writing of the amount of such actual cost, and that sum shall thereupon be and become the sum hereinabove referred to as "the cost of the construction of said building", and such cost plus said sum of Thirty-eight Hundred Dollars (\$3800.00), shall be "the total purchase price" herein agreed to be paid by the Buyers for said property and building.

It is hereby expressly understood and agreed by the parties hereto that the Buyers accept 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.

The Buyers and the Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

IN WITNESS WHEREOF, Mojac Realty & Investment Company, the Seller, has caused these presents to be executed by its officers thereunto duly authorized by a resolution of its Board of Directors, and its corporate seal to be hereunto affixed, and Leslie J. Burt and Leo Hottinger, the Buyers, have hereunto set their hands and seals, the day and year first above written.

ATTEST:
Zella S. Merrill
Secretary.

Mojac Realty & Investment Co.
Utah.
Corporate Seal

MOJAC REALTY & INVESTMENT COMPANY
BY Albert Merrill
President.

SELLER.
Leslie J. Burt
Leo Hottinger
BUYERS.

SIGNED IN THE PRESENCE OF
A. C. Sadler
STATE OF UTAH }
County of Salt Lake } as

On this 29th day of May, 1924, before me personally appeared Albert Merrill and Zella S. Merrill, to me personally known, who being by me duly sworn did say: That they are the President and Secretary, respectively, of Mojac Realty & Investment Company, a corporation, and that the foregoing instrument was signed on behalf of said corporation, pursuant to a resolution of its Board of Directors, and said Albert Merrill and Zella S. Merrill acknowledged to me that said corporation executed the same.

A. C. Sadler,
Notary Public
Salt Lake County, Utah.

Albert Merrill--Pres
A. C. Sadler Sec
Notary Public in and for the State
of Utah, residing at Salt Lake City
in said State.

My commission expires:
Feb'y 1st 1925

Approved as to form
Ball Muser & Robertson

Recorded at request of O H Burt Nov 6 1924 at 10:35 A.M. in 3-V of L&L Pg 2 256-6 Recording fee paid \$4.60
257. (Signed) Lillian Cutler Recorder Salt Lake County Utah by Zella W. Cummings Deputy. C-23-167-12 & 13.

523221

CORRECT:

APPROVED:

APPROVED:

E. E. Holt

H. H. Stock

R. O. W. Agent.

State Const. Engineer

State Plant Superintendent

\$1.00 RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. One & no/100 Dollars, in consideration of which we hereby grant unto said company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, cables,

wires and fixtures upon, over and across the property which we own, or in which we have any interest, in the following:

Beginning at a point 98 ft. South and 100 ft. West from the Northeast corner of Lot 18, Block 5, 5-Acre Plat "A" Big Field Survey, and running thence West 41 ft; thence South 94 ft; thence East 41 ft; thence North 94 ft; to point of beginning.

Also, beginning at a point 98 ft. South and 219 ft. West from the Northeast corner of the above Lot and Block and running thence South 94 ft; thence West 39 ft; thence North 94 ft; thence East 39 ft. to point of beginning.

Also, beginning at a point 98 ft. South and 375 ft. West from the Northeast corner of the above Lot and Block, and running thence South 94 ft; thence West 39 ft; thence North 94 ft; thence East 39 ft. to point of beginning.

Also, beginning at a point 98 ft. South and 491 ft. West from the Northeast corner of the above Lot and Block and running thence South 94 ft; thence West 39 ft; thence North 94 ft; thence East 38 ft. to point of beginning.

Also, beginning at a point 98 ft. South and 643 ft. West from the Northeast corner of the above Lot and Block and running thence South 94 ft; thence West 38 ft; thence North 94 ft; thence East 38 ft. to point of beginning.

County of Salt Lake and State of Utah and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary anchors and to attach thereto the necessary guy wires. Provided that all poles and anchors shall be set within two feet of the rear lot lines of the above described property.

Said sum being received in full payment therefor.

Witness Our hands and seals this 7 day of November A. D. 1924 at Salt Lake City (Postoffice Address.) 66 Coatsville Ave (City)

Witnesses E E Holt

Archelaus Fillingame (SEAL) Annie Fillingame (SEAL) (Land Owner)

STATE OF UTAH } COUNTY OF SALT LAKE } ss.

On this 7th day of November A. D. 1924 personally appeared before me Archelaus and Annie Fillingame the signer of the within instrument, who duly acknowledged to me that they executed the same.

E. E. Holt, Notary Public, Salt Lake County, Utah. Commission Expires Feb. 18, 1926.

E E Holt, Notary Public, Residing at Salt Lake City, Utah.

Recorded at request of Mountain States Tel Co Nov 14 1924 at 11:30 A.M. in 3-V of L&L Pgs 266-7 Recording Fee paid \$1.00 (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. C-27-70-16-17.

523222.

CORRECT: E. E. Holt ; APPROVED: M. E. Stock, State Const. Engineer ; APPROVED: State Plant Superintendent

RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. One & no/100 DOLLARS, in consideration of which we hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which we own, or in which we have any interest, in the following:

Beginning at the Southeast corner of Lot 19, Block 5, 5-Acre Plat "A" Big Field Survey, and running thence North 45.8 ft.; thence West 100 ft. thence South 45.8 ft; thence East 100 ft. to point of beginning.

Also, beginning at a point 219 ft. West from the Southeast corner of the above Lot and Block and running thence North 94.8 ft; thence West 39 ft; thence South 94.8 ft; thence East 39 ft. to point of beginning.

Also, beginning at a point 375 ft. West from the Southeast corner of the above Lot and Block and running thence North 94.8 ft; thence West 39 ft; thence South 94.8 ft; thence East 39 ft. to point of beginning.

Also, beginning at a point 491 ft. West from the Southeast corner of the above Block and Lot and running thence North 94.8 ft; thence West 38 ft; thence South 94.8 ft; thence East 38 ft. to point of beginning.

Also, beginning at a point 643 ft. West from the Southeast corner of the above Lot and Block and running thence North 94.8 ft; thence West 38 ft; thence South 94.8 ft; thence East 38 ft. to point of beginning.

Also, beginning at a point 100ft. West and 238.8 ft. North from the Southeast corner of the above Lot and Block, and running thence South 94. ft; thence West 41 ft; thence North 94 ft; thence East 41 ft. to point of beginning.

Also, beginning at a point 219 ft. West and 238.8 ft. North from the Southeast corner of the above Lot and Block and running thence West 39 ft; thence South 94 ft; thence East 39 ft; thence North 94 ft. to point of beginning.

Also, beginning at a point 375 ft. West and 238.8 ft. North from the Southeast corner of the above Lot and Block, and running thence West 39 ft; thence South 94 ft; thence East 38 ft; thence North 94 ft. to point of beginning.

Also, beginning at a point 491 ft. West and 238.8 ft. North from the Southeast corner of the above Lot and Block, and running thence West 38 ft; thence South 94 ft; thence East 38 ft; thence North 94 ft. to point of beginning.

County of Salt Lake and State of Utah and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary anchors and to attach thereto the necessary guy wires. Provided that all poles and anchors shall be set within two feet of the rear lot lines of the above described property.

Said sum being received in full payment therefor.

Witness our hands and seals this 7 day of November A. D. 1924 at Salt Lake City (Postoffice Address.) 66 E Coatsville Ave (City)

Witnesses: E. E. Holt

Archelaus Fillingame (SEAL) Annie Fillingame (SEAL) (Land Owners)

STATE OF UTAH, COUNTY OF SALT LAKE } ss.

On this 7 day of November A. D. 1924. Personally appeared before me Archelaus and Annie Fillingame the signer of the within instrument, who duly acknowledged to me that they executed the same.

to be returned

Salt Lake Exchange