

Schneider, do hereby assign, sell and transfer to the Baird Realty Investment Company, all of my right, title and interest in and to the following described real estate:-

The apartment house located at #728 East 5th. So., Salt Lake City and County, State of Utah, more particularly described as follows, to-wit: Commencing at a point 95 feet west from the Northeast corner of Lot #5, Block #26, Plat "B", Salt Lake City Survey, and running thence west 37 feet, thence south 165 feet, then east 37 feet, thence north 165 feet to the place of beginning.

The intent of this assignment, is to transfer to the Baird Realty Investment Company, is to convey all of my interest in and to a Bond for a Deed, dated May 1st., 1924, made by and between A. W. Peterson and Wife, Seller, to and Ester R. Schneider, Buyer, and Recorded November 18th., 1924, Book 3-"U" of L. and L. Page #495.

Signed, Sealed and Delivered, this 4th day of Jan. A. D. 1925.

Witnessed By:

John U Schiess

Esther R Schneider

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On this 4th. day of January A. D. 1925, personally appeared before me Ester R. Schneider, the signer of the foregoing instrument, who duly acknowledged to me that she signed same.

John U. Schiess,
Notary Public
Salt Lake City-State of Utah.

John U. Schiess
Notary Public Residing
at Salt Lake City, Utah.

My Commission Expires
Oct. 2, 1927.

Recorded at request of Baird Realty Co Jan 6 1925 at 4:00 P.M. in 3-U of L&L Pgs 564-5 Recording fee paid 90¢ (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett, Deputy. C-23-102-46.

526800

AGREEMENT.

This agreement made at Salt Lake City, Utah, this 5th day of January 1925 by and between Virtue Clift, first party, and Auerbach Realty Company, a corporation, second party, both of Salt Lake City, Utah.

WITNESSETH:

That whereas the said parties are the owners of adjoining parcels of land and improvements thereon in Salt Lake City, Utah, commonly known and described as follows:

The Clift Building or property belonging to the party of the first part, located at the Northwest corner of the street intersection of Main Street and Broadway and the stone front building or property belonging to the party of the second part, located immediately north thereof; and

Whereas the parties deem it to their mutual advantage to arrive at a settlement and understanding with respect to the several matters hereinafter set forth to avoid any future dispute or controversy.

Now, therefore, in consideration of One Dollar by each party to the other paid and for a valuable consideration; the receipt whereof is hereby acknowledged, they respectively and mutually agree and stipulate as follows:

First: Virtue Clift and Madeline Auerbach entered into a certain agreement referring to a boundary line to certain property in the City and County of Salt Lake, Utah, which agreement was dated January 24, 1920, and recorded in the office of the County Recorder of Salt Lake County, Utah, in Book "3-M" of Liens and Leases, Etc., pages 499-500, which agreement is hereby referred to and hereby made a part hereof, and such agreement is correct in every particular except the boundary line, and said parties now agree to rescind and cancel the agreement as to the boundary line only, which is in the following words in said agreement, to-wit:

Commencing at a point 79.5 feet North of the Southeast corner of Lot 1, Block 58, Plat "A", Salt Lake City Survey, and running thence West 165 feet.

The above named parties, Virtue Clift and Auerbach Realty Company, agree that there shall be substituted in place of the above description the following description, to-wit:

Commencing at the Northeast corner (above the surface of the ground) of what is commonly known as Virtue Clift Building, as now constructed and existing, which building is at the Northwest corner of the street intersection of East Temple or Main Street and Broadway or Third South Street in Salt Lake City, Utah, and situate on part of Lot 1, Block 58, Plat "A", Salt Lake City Survey, and running thence West 165 feet, which described boundary line is also the South line of a three story stone and brick building now owned by said Auerbach Realty Company.

In all other particulars the said agreement dated January 24, 1920, between said parties is to remain in full force and effect.

Second: The first party does not have or claim any right, title or interest in or to the land of the second party or any right to use the same and shall acquire none by or under a doorway in the north wall of the Kinema Theatre in her building near the west end thereof, marked "fire exit".

Third: The first party does not have or claim any rights to attach or maintain guy or other wires upon or against the premises belonging to second party to support signs or any other fixtures attached to or used upon the building belonging to first party and will at once sever or bring about the severance of any attachments now existing.

Fourth: The first party does not have or claim the right to extend window sills or copings or cornice or sign or any other projection north of the face of the north wall of the Clift Building over and upon the property of the second party and no right, title or interest in the property of the second party shall accrue to the first party by reason of any such projections now existing or hereafter made or suffered upon said wall, but she agrees that she will on demand remove all such projections whenever the second party finds it necessary or advisable to extend the height of its south wall.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this 5th day of January 1925 and executed this agreement in duplicate.

Auerbach Realty Company,
Salt Lake City, Utah.
Corporate Seal

Virtue Clift
First Party
AUERBACH REALTY COMPANY
by Herbert S Auerbach
President
Second Party.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 5th day of January 1925 personally appeared before me Virtue Clift, one of the signers of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:
August 12, 1925

Ethel Farrell,
Notary Public-
Salt Lake City State of Utah
Commission Expires
Aug. 12, 1925

Ethel Farrell
Notary Public - Residing at
Salt Lake City, Utah.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 5th day of January 1925 personally appeared before me Herbert S. Auerbach, who being by me duly sworn, did say that he is the President of Auerbach Realty Company, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said Herbert S. Auerbach acknowledged to me that said corporation executed the same.

My Commission expires:
January 8th 1926.

W. T. Martin,
Notary Public
Salt Lake City-State of Utah.
Commission Expires
Jan. 8, 1926.

W T Martin
Notary Public - Residing at
Salt Lake City, Utah.

Recorded at request of Lawrence Heath Agt. Jan. 8, 1925, at 2:50 P. M. in Bk. 3-U of L & L. Pages 565-66
Recording fee paid \$2.30. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, by Zina W. Cummings,
Deputy. C-11-233-46-47-48.

a.K.
2.77.

526896

BOND FOR DEED
#25952.

THIS AGREEMENT, made in duplicate this thirtieth day of September, A. D. 1922, by and between Chris M. Heastrup and Olga Heastrup, his wife, hereinafter designated as the Seller, and E. C. Davis, hereinafter designated as the Buyer, of Salt Lake City, Salt Lake County, Utah,

WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the County of Salt Lake, State of Utah, to-wit:

The South half of Lot 25 and all of Lot 26 and the North half of Lot 27, Block 2, Perkin's Second Addition, a subdivision of Lot 9 and part of Lots 10 and 11, Block 1, Five Acre Plat "A", Big Field Survey.

Said buyer hereby agrees to pay for said described premises the sum of Six Thousand Two Hundred Twelve & 50/100 (\$6212.50) dollars, payable at Zion's Savings Bk & Tr. Co. in Salt Lake City, Utah, strictly within the following times, to-wit: One Hundred & no/100 dollars cash, the receipt of which is hereby acknowledged, One Thousand Dollars (\$1,000.00) on October 2, 1922 and Fifty Dollars (\$50.00) or more on or before November 1, 1922 and Fifty Dollars (\$50.00) or more on or before the first day of each and every month thereafter until the purchase price has been fully paid together with interest at the rate of seven per cent (7%) per annum.

Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal. ~~Interest shall be paid monthly.~~ Seller agrees to complete building on said premises in accordance with preliminary agreement of September 23, 1922.

It is understood and agreed that if the Seller accepts payments from the buyer on this contract other than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to forfeiture hereinafter mentioned.

The seller is hereby given the option to execute and maintain a loan secured by mortgage upon said property of not to exceed \$2500.00, bearing interest at the rate of not to exceed seven per cent. When the principal has been reduced to the amount of the loan and mortgage, the seller agrees to convey and the buyer agrees to accept title to the above described property subject to said loan and mortgage.

Said buyer agrees to pay all taxes and assessments of whatsoever nature which are and which may be levied or assessed against said premises, after the year 1922.

The buyer agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the seller in the sum of not less than Thirty-five Hundred Dollars.

In the event the buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as hereinbefore provided for, and in the event the seller shall, as he may at his option, pay said taxes, assessments or insurance premiums, or either of them, then the buyer agrees to repay the seller upon demand all such sums so advanced and paid by him, together with interest thereon from date of payment of the said sums at the rate of one per cent per month until paid and same shall be secured by this contract.

In the event of a failure to comply with the terms hereof by the buyer or upon failure to make any payment when the same shall become due, or within thirty days thereafter, the seller shall be released from all obligations in law and equity to convey said property, and the said buyer shall forfeit as liquidated damages all payments which have been made theretofore on this contract, and the buyer agrees that the seller may at his 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 buyer thereon, and the said additions and improvements shall remain with the land and become the property of the seller, the buyer becoming at once a tenant at will of the seller. It is agreed that time is of the essence of this agreement.

When the entire purchase price has been paid and all terms and conditions have been complied with, seller agrees to convey said premises to buyer by a Warranty Deed, free of encumbrance except as above mentioned and except as may be caused by or through the buyer and to deliver abstract of title to date.

The buyer agrees to pay all costs and expenses that may arise from enforcing this agreement, including a reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

WITNESS: —

Chris M. Heastrup
Olga Heastrup
Seller.
E. C. Davis
Buyer.

STATE OF UTAH,)
County of Salt Lake,) SS.

On the second day of October, A. D. 1922 personally appeared before me E. C. Davis, a singer of the foregoing instrument who duly acknowledged to me that he executed the same.

My commission expires
Feb. 8, 1925.

Le Grand P. Backman,
Notary Public
Salt Lake County, Utah.
Commission Expires
Feb. 8, 1925.

Le Grand P. Backman
NOTARY PUBLIC,
Residing at Salt Lake City, Utah.

Recorded at request of E. C. Davis, Jan. 10, 1925, at 10:16 A. M. in Bk. 3-U of L & L. Page 566. Recording fee paid \$1.70. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, by R.G. Collett, Deputy.

R.G.
Collett