

paid, leaving a balance owing to the undersigned on account of such lumber and building materials so furnished in the sum of \$1,110.65, together with interest thereon amounting at the date of the filing of this notice of lien to the sum of \$13.76, in all the sum of \$1,124.41, after deducting all just credits and offsets and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, Title 62, Compiled Laws of Utah, 1917, relating to mechanics' and materialmen's liens.

MORRISON-MERRILL & CO.,
By W F Core
District Manager.

STATE OF UTAH)
COUNTY OF SALT LAKE)SS

W. F. CORE, being first duly sworn, deposes and says: That he is the District Manager of Morrison-Merrill & Co., a corporation, claimant in the foregoing Notice of Lien; that he makes this affidavit and verification for and on behalf of said claimant; that he has read the foregoing notice and knows the contents thereof and that the same is true of his own knowledge.

W F Core

Subscribed and sworn to before me this 29th day of August, 1930.

My commission expires: _

E. N. MacGREGOR,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
NOV. 9, 1933. SEAL

E. N. MacGregor
NOTARY PUBLIC Residing at
Salt Lake City, Utah.

Recorded at request of Ensign Abstract Co. Aug. 29, 1930 at 4:43 P.M. In Bk. #72 of L&L. Pages 224-25. Recording fee paid \$1.50. (Signed) Aurura H Hiatt Recorder Salt Lake County, Utah by Sarah H Heath, Deputy, (Reference: S-20-153-1.)

How
mc

#661114

NOTICE OF LIEN

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the undersigned, MORRISON-MERRILL & CO., a Utah corporation doing business as a materialman and having its principal place of business at Salt Lake City, County of Salt Lake, State of Utah, hereby claims and intends to hold and claim a lien upon that certain land and premises owned and reputed to be owned by JACK T. BIRKINSHAW, and situate in the County of Salt Lake, State of Utah, and particularly described as follows, to-wit:

Commencing at a point 81.2 feet South of the Northwest corner of Lot 30, Block 5, Paradise Addition, a subdivision of Lots 8, 9, 10, 11, 12 and 13, Block 2, Five Acre Plat "A", Big Field Survey, thence South 40.6 feet; thence East 158 feet; thence North 40.6 feet; thence West 158 feet to beginning, to secure the payment of the sum of \$1,119.80, with interest, owing to the undersigned for lumber and building materials furnished by the undersigned as a materialman to Jack T. Birkinshaw, and used in, on and about the construction of a five room brick dwelling on said land; that said indebtedness accrued, and the undersigned furnished the said lumber and building materials to the said Jack T. Birkinshaw under a contract or agreement made between the undersigned and the said Jack T. Birkinshaw on or about the 4th day of April, 1930, by the terms of which the undersigned did agree to furnish and deliver to the said Jack T. Birkinshaw certain lumber and building materials for use in the construction of a brick dwelling on said premises, and the said Jack T. Birkinshaw promised and agreed to pay to the undersigned the list price for all such lumber and building materials so purchased and furnished under said agreement, which price was the reasonable market value of said lumber and building materials, the terms of payment being cash on or before the tenth day of each month following delivery. That in pursuance of said agreement this claimant did furnish the first of said lumber and building materials on the 4th day of April, 1930, and did furnish the last of said lumber and building materials on the 18th day of July, 1930, and on and between said last mentioned days did furnish lumber and building materials to said Jack T. Birkinshaw amounting to the sum of \$1,366.18, which was the list price and the reasonable value thereof, and on which the sum of \$246.38 has been paid, leaving a balance owing to the undersigned on account of such lumber and building

materials so furnished in the sum of \$1,119.80, together with interest thereon amounting at the date of the filing of this notice of lien to the sum of \$12.86, in all the sum of \$1,132.66, after deducting all just credits and offsets and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, Title 62, of the Compiled Laws of Utah, 1917, relating to mechanics' and materialmen's liens.

MORRISON-MERRILL & CO.,
By W F Core
District Manager.

STATE OF UTAH)
COUNTY OF SALT LAKE)SS

W. F. CORE, being first duly sworn, deposes and says: That he is the District Manager of Morrison-Merrill & Co., a corporation, claimant in the foregoing notice of lien; that he makes this affidavit and verification for and on behalf of said claimant; that he has read the foregoing notice and knows the contents thereof and that the same is true of his own knowledge.

W F Core

Subscribed and sworn to before me this 29th day of August, 1930.

My commission expires: _

E. N. MacGREGOR,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
NOV. 9, 1933. SEAL

E. N. MacGregor
NOTARY PUBLIC Residing at
Salt Lake City, Utah.

Recorded at request of Ensign Abstract Co. Aug. 29, 1930 at 4: 44 P.M. In Bk. #72 of L&L. Page 225, Recording fee paid \$1.50. (Signed) Aurura H Hiatt Recorder Salt Lake County, Utah by Sarah H Heath, Deputy, (Reference: S-20-153-2 & 3.)

How
mc

#661170

GRANT OF EASEMENT.

KNOW ALL MEN BY THESE PRESENTS, that Caroline Marie Rindlisbach, of Riverton, Salt Lake County, Utah, for and in consideration of the sum of ONE DOLLAR (\$1.00) to her in hand paid by the Utah and Salt Lake Canal Company, a Utah corporation, the receipt of which is hereby acknowledged, has granted and conveyed and does hereby grant and convey to the said Utah and Salt Lake Canal Company and its successors and assigns for the period of ninety nine (99) years from this date, an easement over, across, and along the following described

real estate, to-wit:

Commencing at the Northwest corner of the 20-acre tract of land owned by the said Caroline Marie Rindlisbach in Sec. 21, T. 3 So., R. 1 W., Salt Lake Meridian, said corner being the point where the East line of the Utah and Salt Lake Canal Company's land intersects the center line of a deep wash and running thence easterly along the center line of said wash, following the crooks and curves of the same 16.85 chains more or less to section line, thence South 10' thence westerly parallel with and 10' from the center line of said wash 16.85 chains more or less to the East line of the Utah and Salt Lake Canal Company's land; thence northerly on said line 10' to the point of beginning, for the purpose of constructing and maintaining thereon a waste ditch or canal, together with the right to dump upon the land of Caroline Marie Rindlisbach immediately adjoining this grant on the South, any and all material taken from said canal in the construction, maintenance or cleaning of the same.

IN WITNESS WHEREOF, the grantor has hereunto subscribed her name this the 20 day of August, 1930.

Caroline Marie Rindlisbach

WITNESS:

Clyde H. Tiny.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 20 day of August, 1930, personally appeared before me Caroline Marie Rindlisbach, the signer of the above instrument who duly acknowledged to me that she executed the same.

My Commission Expires:
Aug. 23-1930

GWYNNE PAGE, SEAL
NOTARY PUBLIC
RIVERTON-STATE OF UTAH.
COMMISSION EXPIRES
AUG. 23, 1930.

Gwynne Page
Notary Public,
Residing at Salt Lake City,
Utah.

Recorded at the request of Utah & Salt Lake Canal Co., Aug., 30, 1930, at 10:43 A. M. in Book #72 of L & L., pages 225-26. Recording fee paid \$1.10. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. (Reference: D-15-216-38 to 40.)

#661179

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

ZION'S SAVINGS BANK & TRUST
COMPANY, a corporation
Plaintiff

vs

WILLIAM F. COX and MAE COX,
his wife, HALLORAN JUDGE
TRUST COMPANY, a corporation, and
CLAUDE T. BARNES,
Defendants

L I S

P E N D E N S

Notice is hereby given that a suit has been commenced in the above entitled court by the plaintiff against the defendants and is now pending.

The object and purpose of said suit is to foreclose a certain mortgage for \$3500.00, executed and delivered to the plaintiff by the defendants, William F. Cox and Mae Cox, his wife, dated July 28, 1925 and recorded on said day in Book 11-L of Mortgages pages 88-89 in the office of the County Recorder of Salt Lake County, Utah; and to foreclose the equity of redemption in and to the mortgaged premises therein mentioned and described and situate in Salt Lake County, Utah, to-wit:

The West fifteen (15) feet of Lot Six (6), all of Lot Seven (7), and the East five (5) feet of Lot Eight (8), in Block "G" of Gilmer Park.

Thomas & Thomas.
Attorneys for Plaintiff

Recorded at the request of Thomas & Thomas, Aug., 30, 1930, at 11:09 A. M. in Book #72 of L & L, page 226. Recording fee paid 90%. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. (Reference: S-15-204-28.)

#661186

RELEASE

For a valuable consideration, We, the undersigned do hereby release all right, title and interest in and to that certain lien filed in the office of the County Recorder of Salt Lake County, State of Utah, on the 3rd day of June, 1930, and recorded in Book 72 of Liens & leases, pages 113-114.

N. O. NELSON MANUFACTURING COMPANY
By Leo J. Bachle.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of August, 1930, before me a notary public in and for Salt Lake County, State of Utah, appeared Leo. J. Bachle, who acknowledged to me that he had executed the foregoing instrument of his own free will.

(SEAL)
My commission expires
Dec 27, 1931

WILLIAM MITCHELL,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
DEC. 27, 1931. SEAL.

William Mitchell
Notary Public, residing in Salt
Lake City, Utah

Recorded at the request of F. T. Ford, Aug. 30, 1930, at 11:43 A. M. in Book #72 of L & L, page 226. Recording fee paid 50%. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by Sarah H. Heath, Deputy. (Reference: C-37-102-9.)

#661187

RELEASE

For a valuable consideration, I, the undersigned do hereby release all right, title and interest in and to that certain lien filed in the office of the County Recorder of Salt Lake County, State of Utah, on the 18th day of July, 1930, and recorded in Book 72 of Liens & Leases, Pages 158-159.

E T Stevens

STATE OF UTAH)
) ss.
SALT LAKE COUNTY)

On this 30th day of August, 1930, before me a notary public in and for Salt Lake County, State of Utah, appeared E T Stevens, who acknowledged to me that he had executed the foregoing instrument of his own free will.

See Sheriff's Sale #666287 in Book #72 pg 362
See Sheriff's Sale #67783 in Book #74 pg 500

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OR

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OR

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OR