

society or loan company for a loan of such amount as can be secured under the regulations of said society and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided, however, that the monthly payment required by the building society and otherwise, shall not exceed the monthly payments as outlined above.

The Buyer agrees to pay all taxes and assessments of very kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: Street paving tax of approximately \$170.75

The Buyer agrees to pay the general taxes after 1929.

The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller to the amount of three-fourths of their value or (\$375000), and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if he elects so to do, 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 said sums at the rate of one per cent per month until paid.

In the event of a failure to comply with the terms hereof by the Buyer, or upon failure to make any payments when the same shall become due, or within 30 days thereafter, the Seller shall, at his option, 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.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

The Buyer, his 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 agrees to execute and deliver to the Buyer or assigns, a good and sufficient warrant deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract brought to date at time of sale or at time of delivery of deed at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts 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 or attached hereto.

The Buyer and 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, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of  
R E. Weight

A. R. Irvine  
Blanche R. Irvine  
The Seller.

State of Utah :  
County of Salt Lake : SS

Ed. Reinhardt  
Mrs. Annemarie Reinhardt  
The Buyer.

On this 26th day of May A. D. 1931 personally appeared before me Ed Reinhardt, one of the signers of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires  
Mar. 20, 1933

JAY C. JENSEN,  
NOTARY PUBLIC  
STATE OF UTAH.

Jay C Jensen  
Notary Public,  
Residing at Salt Lake City, Utah.

Recorded at the request of Salt Lake Abstract Co. May 27, 1931 at 12:08 P. M. in Bk. #96 of L & L Pgs. 94-95. Recording fee paid \$2.90. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: S-24-66-13.)

#675104 Loan M 381 - 10996 MODIFICATION AGREEMENT

IN CONSIDERATION of the Metropolitan Life Insurance Company postponing the payment of the semi-annual installments of principal due on the first days of June and December, beginning with June 1, 1931, up to and including December 1, 1933, and consenting that payment of such amount may be deferred until due date of loan under that certain mortgage executed by Ernest W. Browning and Myrtle B. Browning, his wife, and of record at page 10-K of mortgages, records of Salt Lake County, State of Utah, the undersigned, the successor in interest to the maker thereof, hereby agrees to and does hereby waive the privilege of paying the principal obligation under such mortgage at any interest paying period until the first day of June, 1934.

WITNESS the hand of said successor in interest this 25th day of May, A. D. 1931.

Myrtle B. Browning

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 25th day of May, A. D. 1931, personally appeared before me, Myrtle B. Browning, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Ralph B Wright  
Notary Public, residing at  
Salt Lake City, Utah.

RALPH B. WRIGHT,  
NOTARY PUBLIC  
SALT LAKE CITY-STATE OF UTAH.  
COMMISSION EXPIRES  
JUNE 17, 1932.

Recorded at the request of Ensign Abstract Co. May 27, 1931 at 4:23 P. M. in Bk. #96 of L & L Pg. 95. Recording fee paid 70¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by E. J. Arnett, Deputy. (Reference: S-25-37.)

#676290

RIGHT OF WAY AGREEMENT

Dunyon Poultry and Life Stock Company, a corporation, Grantors, of Draper, State of Utah, hereby conveys and warrants to Wasatch Gas Company, a Utah corporation, Grantee of Salt Lake City, State of Utah, its heirs, successors and assigns, for the sum of One and 00/100 Dollars, the right of way to lay, maintain, operate and remove pipe lines, gates, gate boxes, etc., with the right of ingress and egress to and from said right of way.

over and through the following described tract of land in Township 4 South, Range 1 West, S. L. E. & M., in the County of Salt Lake, State of Utah, bounded and described as follows:

That part of the West 1/2 of Section 12, above Township and Range, now owned by the Dunyon Poultry and Live Stock Company.

The said grantors, to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said grantees, which hereby agrees to pay damages which may arise to crops or fences from the laying erecting, maintaining, operating or removing of said pipe lines, gates, gate boxes, etc., said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, its heirs or assigns, one by the said grantees, its heirs, successors or assigns, and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for.

IN WITNESS WHEREOF this agreement is executed this 24 day of Mar. A. D., 1931.

ATTEST:
Y. S. Dunyon
ATTEST:
L. C. Olpin
ASSISTANT SECRETARY

WASATCH GAS COMPANY,
CORPORATE Seal
UTAH.

Dunyon Poultry and Live Stock
Company
By Chas H Dunyon Sec & Tres.
WASATCH GAS COMPANY
By L. Fitzpatrick

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 24 day of March A. D., 1931 personally appeared before me Chas H Dunyon, who, being by me duly sworn, did say that he is the Secretary and Tres. of the Dunyon Poultry and Live Stock Company, and that said instrument was signed in behalf of said Company by authority of its By Laws and said Chas H. Dunyon acknowledged to me that said Company executed the same.

My commission expires
Jan- 25, 1933

JOSEPH L. MABEY,
NOTARY PUBLIC
CLEARFIELD-STATE OF UTAH.
COMMISSION EXPIRES
JAN. 25, 1933.

Joseph L Mabey
Notary Public residing
at:
Clearfield, Utah

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 21st day of April A. D., 1931 personally appeared before me L. Fitzpatrick, who being by me duly sworn, did say that he is the Vice President of WASATCH GAS COMPANY, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said L. Fitzpatrick acknowledged to me that said corporation executed the same.

My commission expires
Nov. 15, 1934.

L. C. TAYLOR,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
NOV. 15, 1934.

L. C. Taylor
Notary Public residing
at Salt Lake City, Utah.

Recorded at request of Wasatch Gas Co. on 1, 1931 at 9:46 A. M. in Book #96 of L & L Pages 95-96 Recording fee paid \$1.30 (Signed) Jessie Evans, Recorder, Salt Lake County Utah by W. H. Howard, Deputy (Reference: D-25-248-5.)

#676291

RIGHT OF WAY AGREEMENT

East Jordan Irrigation Company, Grantor, hereby quitclaims to WASATCH GAS COMPANY, a Utah corporation, Grantee, its successors and assigns, for the sum of One Dollar and other good and valuable consideration, the right to lay, maintain, operate, repair and remove a pipe line across the canal right of way and property of the Grantee herein, at the points in Salt Lake County, Utah, described as follows, to-wit:

Located on the East Side of U. S. Highway #91, and located in the S. W. 1/4 of the S. W. 1/4 Sec. 6, T. 3 S., R. 1 E.; S. L. B. & M.

Also, Located on the East Side of U. S. Highway #91 and located in the S. W. 1/4 of the N. W. 1/4 Sec 7, T. 3 S., R. 1 E., S. L. B. & M.

Also, Crossing at a point 950.0 feet North and 150.0 feet West from the S. E. corner of the N. W. 1/4, of Section 12, T. 4 S., R. 1 W., located in the S. E. 1/4, of the N. W. 1/4 of Section 12, T. 4 S., R. 1 W., S. L. B. & M.

Together with the right to the use, when necessary of eight (8) feet on either side of said pipe line for ingress and egress thereto for the purpose of laying, maintaining, operating, repairing, and removing said pipe line.

The Grantee in laying, maintaining, operating, repairing and removing said pipe line will do so in such manner as to cause no damage or injury to Grantor's canal and so as not to impair or retard the free and constant flow of water in said canal. Said Grantee agrees to pay to the Grantor all damages which said Grantor, or those entitled to receive water through said canal, may suffer, caused by or arising out of the Grantee's operations, and to indemnify Grantor for any damages which may be sustained against it in behalf of third parties by reason thereof. The Grantee will and does hereby assume and agree to pay any and all damages sustained by Grantor or third parties having lawful claim against Grantor by reason of any misuse, non-repair, insufficient or improper maintenance, of said pipe line, or other cause, negligent or otherwise, resulting against the Grantor.

Grantee further agrees to save Grantor free and harmless from and against any and all damages arising out of accidents or injuries to the property and/or employees of the Grantee due to water flowing in said canal and/or due to breaks in or along the banks thereof.

The provisions of this agreement shall be binding upon the parties hereto, their successors and assigns. IN WITNESS WHEREOF this agreement is executed this 23 day of Mar, A. D., 1931.

ATTEST:
A. R. Gardner
ATTEST:
L. C. Olpin
ASSISTANT SECRETARY

WASATCH GAS COMPANY,
CORPORATE Seal
UTAH.

East Jordan Irrigation
Company
By J. R. Allen
WASATCH GAS COMPANY
By L. Fitzpatrick

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 23 day of Mar A. D., 1931, personally appeared before me J R Allen, who, being by me duly sworn, did say that he is the President of East Jordan Irrigation Company, and that said instrument was signed in behalf of said Company by authority of a resolution of its board of Directors and said J. R. Allen Acknowledged to me that said Company executed the same.

My commission expires
Jan. 26, 1933

JOSEPH L. MABEY,
NOTARY PUBLIC
CLEARFIELD-STATE OF UTAH.
COMMISSION EXPIRES
JAN. 25, 1933.

Joseph L Mabey
Notary Public residing
at: Clearfield, Utah