

#702509

BOND FOR DEED

THIS AGREEMENT, made in duplicate this 22nd, day of October, A.D. 1926, by and between C. A. Woolley Bldg. Co. a corporation of the State of Utah hereinafter designated as Seller, and Orson W. Kasteler and Viola P. Kasteler his wife hereinafter designated as the Buyer, of Salt Lake City, 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, situated in the county of Salt Lake, State of Utah, to-wit:

Commencing 68 feet South and 110 feet West from the Northeast corner of Lot 7, Block 16, Plat "B" Salt Lake City Survey, and running thence West 44 feet; thence North 68 feet; thence East 44 feet; thence South 68 feet to the place of beginning. Together with a right of way over: Commencing 68 feet South of the Northeast corner of said Lot 7, Block 16, Plat "B", Salt Lake City Survey, and running thence South 25 feet, thence West 330 feet; thence North 25 feet; thence East 330 feet to place of beginning

Said buyer hereby agrees to pay for said described premises the sum of Four-thousand six-hundred fifty and 00/100 dollars, payable at Salt Lake City, Utah in Salt Lake City, Utah, strictly within the following times, to-wit: One-hundred ninety and 00/100 dollars cash, the receipt of which is hereby acknowledged. \$40.00 Dec 1st. 1926 and \$40.00 or more each month for one year. \$45.00 or more each and every month thereafter until the purchase price above stated is paid in full.

Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged on all unpaid portions of the purchase price at the rate of eight per cent per annum, payable monthly from November 1st., 1926.

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 a mortgage on the above premises to a reasonable amount and bearing a reasonable rate of interest.

The Buyer agrees upon written request of the Seller to make application to any reliable mutual building 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 the expenses necessary in obtaining said loan.

The Buyer agrees to pay all taxes and assessments of every 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: none

The Buyer agrees to pay the general taxes after 1926

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 (\$3000.00), and to assign said insurance to the Seller as his interest 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 as 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.

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 warranty 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.

Should suit be brought to enforce this agreement, said buyer agrees to pay 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 \_

C. A. Woolley Bldg. Co.  
By Claude A. Woolley Pres.  
The Seller.  
Orson W. Kasteler  
The Buyer.

State of Utah  
County of Salt Lake

On this 24th day of September 1932, personally appeared Orson W. Kasteler, signer who duly acknowledged that he executed this instrument.

H. A. CULVERWELL,  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SEPT. 1, 1933.  
SALT LAKE CITY-STATE OF UTAH

H A Culverwell  
Notary Public  
My Commission expires  
September 1st, 1933

Recorded at the request of Orson W. Kasteler Sep. 28, 1932 at 12:20 P.M. in Book #109 of L & L, page 249. Recording fee paid \$2.30. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: C-33-65-29.)

#702518 IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

UTAH ASSETS CORPORATION,  
a corporation,

Plaintiff,

vs.

AUGUST L. ANDERSON, also known  
as A. L. ANDERSON, and AUGUSTA  
J. ANDERSON, his wife; CHARLES  
A. PFAU,  
Defendants.

No. \_

NOTICE OF  
LIS PENDENS