

Recorded at the request of S. Grant Young Nov. 1, 1933 at 10:15 A.M. in Book #112 of L & L., pages 383-4. Recording fee paid \$1.20. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: C-28-98-12.)

#720332 IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF UTAH.
IN THE MATTER OF :
JOHN E. CALDWELL, : ORDER.
Debtor. : 13365

It appearing to the court that the above named debtor, through the assistance of the Home Owners' Loan Corporation and this court, has negotiated and is prepared to close a settlement with the Utah Assets Corporation, mortgagee of the debtor's property, that the interests of no other creditors are involved in this proceeding and that the said debtor has secured the relief prayed for under the Act of March 3, 1933, and that the said matter is now in a condition to be closed, upon motion of J. D. Skeen, one of the attorneys for the said debtor, IT IS ORDERED, that the report and petition of the said debtor be and the same is hereby allowed; approved and granted and the said debtor and his property, consisting of a home in Salt Lake City, is released from the jurisdiction of this court and the said matter is by this court now closed.

Dated this 25 day of October, 1933.

Filed In United States District Court, District of Utah.
OCT 25 1933
W. B. Wilson, Clerk
By V. P. Ahlstrom Deputy

UNITED STATES DISTRICT COURT
DISTRICT UTAH SEAL

Tillman D. Johnson.
Judge.

A True Copy
TESTE: W. B. Wilson
Clerk.
By V. P. Ahlstrom
Deputy Clerk

Recorded at the request of Home Owners Loan Corp. Nov. 1, 1933 at 1:31 P.M. in Book #112 of L & L., page 384. Recording fee paid 70¢. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: S-26-166-3.)

#720353 GENERAL POWER OF ATTORNEY
Know All Men by These Presents

That George K. Bridwell of Salt Lake City, County of Salt Lake State of Utah has made, constituted and appointed, and by these presents does make, constitute and appoint Emily H. Bridwell of Salt Lake City, in the County of Salt Lake State of Utah his true and lawful Attorney for him and in his name, place and stead, and for his use and benefit to ask, demand, sue for, recover, collect all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to him and have, use and take all lawful ways and means in his name, or otherwise, for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and to make, sign, seal and deliver acquittances, or other sufficient discharges for the same, for him and in his name to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seizin and possession of all lands, and all deeds and other assurances in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants as she shall think fit.

ALSO to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action and other property, in possession or in action, and release mortgages on lands or chattels, and to make, do and transact all and every kind of business, of what nature and kind soever. AND also for him and in his name, and as his act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing, of whatever kind or nature, as may be necessary or proper in the premises.

GIVING AND GRANTING unto his said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that his said Attorney shall lawfully do, or cause to be done, by virtue of these presents.

IN WITNESS WHEREOF, he has hereunto set his hand and seal the 28th day of October in the year of our Lord one thousand nine hundred and thirty-three.

Signed, Sealed and Delivered
in presence of
I. A. Rogoway
Wm Lucht Jr.

George K. Bridwell (SEAL)

STATE OF Washington)
County of Spokane) ss.

THIS IS TO CERTIFY, That on this 28th day of October, A. D. 1933, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally came George K. Bridwell to me personally known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed, sealed and executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above mentioned.

WM. LUCHT, JR.
NOTARY PUBLIC
COMMISSION EXPIRES
JAN. 17, 1934
STATE OF WASHINGTON

Wm Lucht, Jr.
Notary Public in and for
the State of Washington
Residing at Spokane

Recorded at the request of Home Owners Loan Corp. Nov. 1, 1933 at 3:32 P. M. in Book #112 of L. & L. Page 384. Recording fee paid \$1.20. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy.

#720362
OK as to form
and execution
A.W.C

EASEMENT

THIS INDENTURE, made this 17th day of October, A. D. 1933, between OHIO COPPER COMPANY OF UTAH, a corporation of the State of Maine, and qualified to do business under the laws of the State of Utah, party of the first part, and UNITED STATES SMELTING REFINING AND MINING COMPANY, a corporation of the State of Maine, and qualified to do business within the State of Utah, party of the second part,

WITNESSETH: That

WHEREAS, the party of the first part is indebted to the party of the second part, on account of water rental under the provisions of the agreement dated March 31, 1927, between the party of the first part and Bingham Mines Company, a predecessor in interest of the party of the second part, and in consideration of the cancellation of said indebtedness, the party of the first part is willing to convey to the party of the second part the easements hereinafter described; and

#112 of L. & L.

WHEREAS, the party of the second part is willing to cancel said indebtedness and receive conveyance of said easements;

NOW, THEREFORE, for and in consideration of the premises and of the sum of One Thousand (\$1,000.00) Dollars, receipt whereof by the party of the second part is hereby acknowledged, the party of the first part hath granted, bargained and sold, and does grant, bargain and sell unto the party of the second part, its successors and assigns, the right, privilege and easement over, in and upon the following described tract and parcel of land situate in the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 29, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah, to-wit:

Commencing at a point on the North boundary of the property of the Ohio Copper Company of Utah, in the Southeast quarter of the Southwest quarter of Section 29, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being South 53°30' East 2230 feet, more or less, from the quarter section corner located on the West boundary of Section 29, Township 3 South, Range 2 West, Salt Lake Base and Meridian, thence South 31°26' East 750 feet; thence North 58° 34' East 1227 feet; thence West along said boundary 1438 feet to place of commencement, containing 10.580 acres, more or less, all as shown by the plat attached hereto and made a part hereof; excluding that portion of the above described property now occupied as a right-of-way for the Denver & Rio Grande Western Railroad Company tracks across said property, which right-of-way second party will recognize and protect, reserving to itself and its successors and assigns the right to cross said right-of-way by over-pass or under-pass;

to locate, re-locate, construct, re-construct, renew, replace, repair, improve, maintain, operate and use railroads of all kinds, electrical, steam, air, or others, for any and all railroad uses and purposes; to construct all cuts and fills, and to barrow and fill, where convenient to grantee, for such railroad purposes; and to construct all tracks, bridges, trestles, culverts, turnouts, electrical trolleys, transmission and feeder lines, and all appurtenances useful, necessary or essential for the construction, maintenance and operation of railroads of all kinds; and to dump such ore, earth or rock, waste, and other material thereon as may be desired by grantee; and to keep, own and preserve any such material dumped thereon, and at any time and from time to time during the term hereof to remove all or any part thereof.

The rights hereby granted shall continue for a full period of ten years from the date of this indenture, and nothing herein contained shall be construed to require the party of the second part to remove any structures or material erected, placed or dumped by it on the premises above described, or to restore said premises to their present condition upon the expiration of the term hereof.

And as a further covenant of this grant, the party of the first part, having discontinued the use of waters from the Mascotte Tunnel, and having surrendered the right to continue the use of such waters, leased from the predecessor in interest of the party of the second part under the agreement dated September 21, 1923, and extended by an agreement under date of March 31, 1927, agrees that such discontinuance and surrender and the waiver and cancellation of the said indebtedness shall in no wise affect any other rights of the party of the first part or of the party of the second part in the said Tunnel or its extensions, or other workings, acquired under contract, or otherwise, and said rights are in all respects hereby confirmed.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

Attest:

OHIO COPPER COMPANY OF UTAH.
MAINE SEAR
1916

OHIO COPPER COMPANY OF UTAH
By Chas A Keith
President.

[Signature]
Secretary.

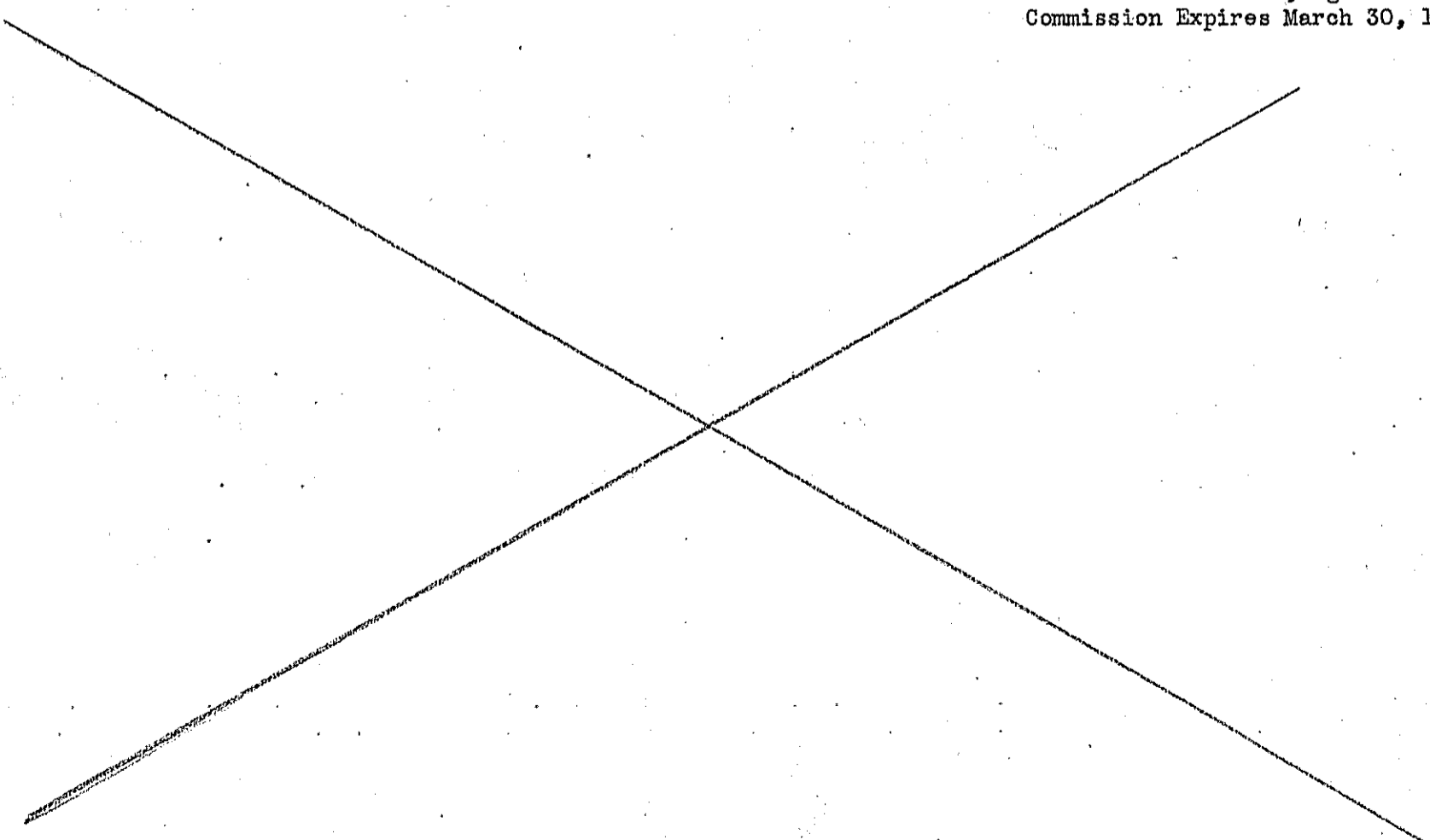
STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

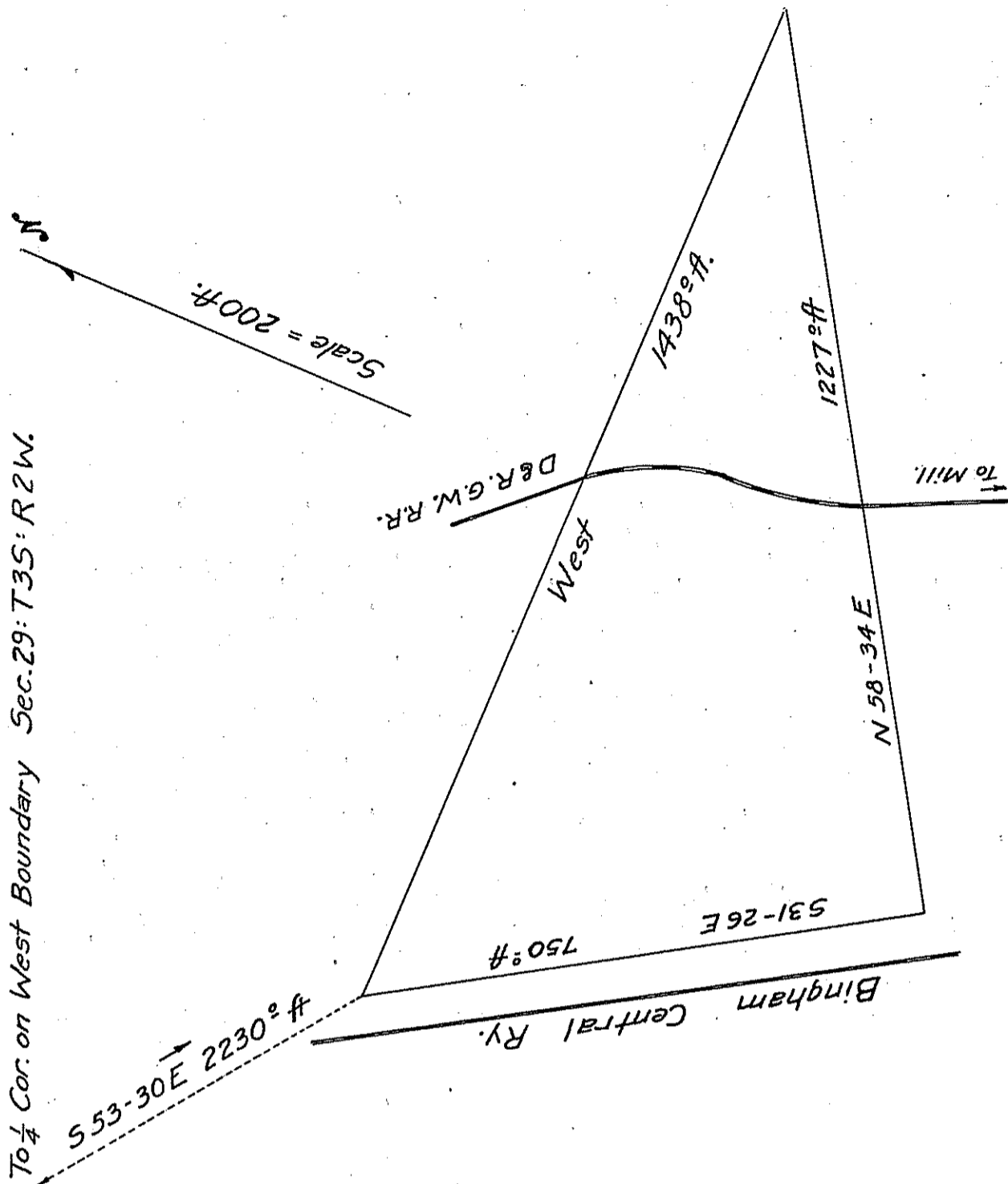
On this 17th day of October, A. D. 1933, personally appeared before me Charles A. Keith, who being first duly sworn did say: That he is the President of the Ohio Copper Company of Utah, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Charles A. Keith acknowledged to me that said corporation executed the same.

My commission expires:.

ARTHUR PICK
NOTARY PUBLIC SEAR
NEW YORK COUNTY

Arthur Pick
NOTARY PUBLIC
Residing at
ARTHUR PICK, NOTARY PUBLIC
N. Y. Co.Clk.No. 256, Reg. No. 4P357
Bronx Co.Clk.No. 32, Reg.No. 101P34
Commission Expires March 30, 1934





Recorded at the request of U. S. Smelting Ref. & Mng. Co. Nov. 1, 1933 at 4:19 P. M. in Book #112 of L. & L. Pages 384-5-6. Recording fee paid \$3.20. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: D25-176-1-2-3.)

#720364

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Mary A. Cahoon, of the city of Seattle, County of King, State of Washington, have made, constituted and appointed and by these presents do make, constitute and appoint J. C. Cahoon of Salt Lake City, Utah, my true and lawful attorney for me and in my name, place and stead to lease, bargain and agree for, let, demise, buy, sell, mortgage, hypothecate, release, convey and in any and every way and manner deal in and with all of the property, real, personal and mixed, within the state of Utah, owned by me or in which I may have any right, title or interest; and also for me and in my name and as my act and deed to sign, seal, execute, deliver and acknowledge such covenants, indentures, conveyances, agreements, mortgages, hypothecations, releases and satisfactions of mortgages and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 19th day of October 1933.

Signed, sealed and delivered
in the presence of-
Henry O. Fisher
Witness

Mary A. Cahoon

On this 19th day of October, in the year 1933, before me personally appeared Mary A. Cahoon, known to me to be the identical person who is described in and who executed the within instrument, and acknowledged that she signed, sealed and delivered the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of October, 1933.

My commission expires
July 8, 1936

HENRY O. FISHER
NOTARY PUBLIC
COMMISSION EXPIRES
JULY 8, 1936 SEAL
STATE OF WASHINGTON

Henry O. Fisher
Notary Public

Recorded at the request of Joseph C. Cahoon Nov. 1, 1933 at 4:26 P. M. in Book #112 of L. & L. Page 386. Recording fee paid 90¢. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy.

#720368

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

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES,
a corporation,
Plaintiff,