

#202 of Liens and Leases

#841450

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter called the "Association", a corporation established and organized pursuant to the provisions of Title 11 of the National Housing Act, as amended, hereby and by these presents does make, constitute and appoint JOHN S. McCULLOUGH, JR. of the City of SAN FRANCISCO, SAN FRANCISCO COUNTY, CALIFORNIA, its true and lawful agent and attorney for it and in its name and stead:

1. To purchase or contract to purchase mortgages insured by the Federal Housing Administrator under the provisions of Section 203 of Title 11 of the National Housing Act, as amended, or to modify and / or consent to the modification of any such contract;
2. To endorse without recourse, or assign without representation, recourse or warranty, any note, bond, check or other evidence of indebtedness now or hereafter held by the Association;
3. To satisfy, discharge or release in any legal manner, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association;
4. To assign without representation, recourse or warranty, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association;
5. To assign, surrender, release, modify and / or consent to the assignment, surrender, release and / or modification of any policy of insurance and / or any rights arising out of any policy of insurance of which the Association now is or hereafter shall become the assignee, beneficiary or the insured, or in which the Association now has or hereafter shall have any interest of any kind or nature; and to execute proof of loss, proof of death, statement of claimant and / or any other instrument in connection with any such policy of insurance and / or any rights arising therefrom;
6. To execute, acknowledge and deliver such instruments and perform such other acts as may be necessary and proper to effectuate the foregoing.

FURTHER, the Association hereby does grant unto its said agent and attorney full power and authority to do and perform all and every act and thing requisite, necessary and proper to carry into effect the powers hereby granted as fully, to all intents and purposes, as it might or could do; and hereby does ratify and confirm all that its said agent and attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the Association has caused its corporate name to be subscribed hereto by its President and its corporate seal to be hereunto affixed and duly attested on this 24th day of June, 1938.

ATTEST:	FEDERAL NATIONAL MORTGAGE ASSOCIATION	FEDERAL NATIONAL MORTGAGE ASSOCIATION
A T Hobson	INCORPORATED UNDER NATIONAL HOUSING ACT	By Sam H. Husbands - President
A. T. Hobson - Secretary	1938	Sam H. Husbands

DISTRICT OF COLUMBIA, ss:

On the 24th day of June, 1938, personally appeared before me Sam H. Husbands, who, being by me duly sworn, did say that he is the President of the FEDERAL NATIONAL MORTGAGE ASSOCIATION, and that the foregoing Power of Attorney was signed in behalf of said Association by resolution of its Board of Directors, and said Sam. H. Husbands acknowledged to me that said Association executed the same.

My Commission expires February 14, 1943.

NANCY H. KOUNDOURIOTIS,
NOTARY PUBLIC
COMMISSION EXPIRES
FEB. 14, 1943
DISTRICT OF COLUMBIA

Nancy H. Koundouriotis,
Nancy H. Koundouriotis, Notary Public
in and for the District of Columbia.
Residing in Washington, D. C.

DISTRICT OF COLUMBIA, ss:

No. 96026
I, CHARLES E. STEWART, Clerk of the District Court of the United States for the District of Columbia, the same being a Court of Record, having by law a seal, do hereby certify that Nancy H. Koundouriotis before whom the annexed instrument in writing was executed, and whose name is subscribed thereto, was at the time of signing the same a NOTARY PUBLIC in and for said District, residing therein duly commissioned and sworn, and authorized by the laws of said District to take the acknowledgment and proof of deeds or conveyances of lands, tenements, or hereditaments, and other instruments in writing, to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said instrument and impression of seal thereon are genuine.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, at the City of Washington, D. C., the 27th day of June, A. D. 1938.

DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

CHARLES E. STEWART, Clerk.
By Andrew A. Horner, Assistant Clerk.

Recorded at the request of First Security Trust Company, Sep. 6, 1938, at 3:30 P. M., in Book #202 of Liens and Leases, Page 479. Recording fee paid \$1.50. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference:)

BY
MAY

#841469

S-T-A-T-E-M-E-N-T

I, Charles L. Mead, hereby certify and declare that I was the duly appointed, qualified and acting resident Bishop for the Utah Mission of the Methodist Episcopal Church from June 1, 1920 to June 1, 1932, and that the Reverend Charles W. Hancher of the Colorado Annual Conference of the Methodist Episcopal Church was under continuous appointment as Superintendent of the Utah Mission of the Methodist Episcopal Church from September 1925 to June 1932.

Dated at Kansas City, Missouri, this 26th day of August, 1938,

SEAL
Naomi J. Wurgler
Notary Public
My Commission expires
Mar. 15, 1939.

NAOMI J. WURGLER
NOTARY PUBLIC
JACKSON COUNTY, MO.

Signed Charles L. Mead
Charles L. Mead, Bishop Methodist Episcopal
Church 1121 McGee Street, Kansas City,
Missouri.

INDEX: Com 162' W of SE cor 2-10-B, th W 36' ; N 115 1/2' - 9'

Recorded at the request of Tracy Loan & Trust Co., Sep. 7, 1938, at 10:34 A. M., in Book # 202 of Liens and Leases, Page 479. Recording fee paid 90¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-43, 39, 22.)

BY
MAY

#841480

RESTRICTIVE COVENANTS

Wilson Subdivision, a part of Lot 5, Block 7, Sec. 16, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any of said lots other than one detached single family dwelling not to exceed two stories in height and a one or two car garage. No dwelling to cost less than \$3,500.00.

Salt Lake County 127195 BY 903 R 572

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- 2. No building shall be erected on any of said lots nearer than 20 feet to nor further than 35 feet from the front lot line.
- 3. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 4. No race other than that of the Caucasian shall use or occupy any building or any lot.
- 5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

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

LOUGIA BERTAGNOLI, being first duly sworn on oath, deposes and says: That she is the owner of the above described tract of land known as Wilson subdivision; that the above and foregoing are the restrictive covenants relating to the said land and made a part of the said subdivision.

Luigia Bertagnoli

Subscribed and sworn to before me this 7th day of September, 1938.

EDW. M. MORRISSEY
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 4, 1939
SALT LAKE CITY, STATE OF UTAH

Edw. M. Morrissey
Notary Public

Recorded at the request of Edw. M. Morrissey, Sep. 7, 1938, at 11:56 A. M., in Book #202 of Liens and Leases, Pages 479-480. Recording fee paid 90¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Samay, Deputy. (Reference: S-32, 270, 8.)

#641558

In the District Court, in and for Salt Lake County, State of Utah	
MYRTLE WARENSKI)
Plaintiff)
vs.)
W. J. WARENSKI)
Defendant)

Judgment Rendered,
June 21, 1932
Execution Issued,
November 20, 1936
Property Sold,
August 2, 1938.

I, S. Grant Young, Sheriff of Salt Lake County, State of Utah, do hereby certify that under and by virtue of an Execution issued out of the District Court in and for Salt Lake County, State of Utah, in an action lately pending in said Court at the suit of Myrtle Warenski Plaintiff, against W. J. Warenski Defendant, attested on the 20th day of November, A. D. 1936, by which I was commanded to make the sum of \$1458.00, with interest, costs and Sheriff's fees, amounting in all to the sum of \$1645.25, to satisfy the judgment in said action out of the personal property of said Defendant, if sufficient personal property could be found, and if sufficient personal property could not be found, then of the unexempted real property of the said Defendant, all as more fully appears by the said Writ, reference thereto being hereby made. I have levied upon, and on the 2nd day of August A. D. 1938, at 12 o'clock noon of said day at the west front door of the County Court House in the City and County of Salt Lake, State of Utah, duly sold at public auction, according to law, and after due and legal notice to Myrtle Warenski for the sum of \$1645.25, lawful money of in the United States, which was the highest bid made and the whole price paid for all the right, title, claim and interest of said Defendant, of, in and to the following described real estate, to-wit:

Beginning at a point on the South line of 48th South Street North 88 degrees 2' East 250 feet from the rock monument at the intersection of the East line of State Street and the South line of 48th South Street said rock monument being 13.7 chs East and 4.43 chs South from the Northwest corner of Section 7, T 2 S. R 1 E Salt Lake Base and Meridian and running thence North 88 degrees 2' East 115.7 feet along the South line of 48th South Street thence running South about 320.6 feet to the South line of grantor's property marked by a wire fence, thence South 84 degrees West about 115.8 feet to a point due South on the point of beginning, thence North 327 feet to the place of beginning.

Together with one half of 48th South Street adjoining on the North line of this tract. And the adjoining property thereto being more particularly described as follows:

Beginning at a point on the South line of 48th South Street North 88 degrees 2' East 365.7 feet from a rock monument at the intersection of the East line of State Street with the South line of 48th South Street said rock monument being 13.7 chs East, and 4.43 chs South from the Northwest corner of Section 7, T 2 S. R 1 E Salt Lake Meridian, and running thence North 88 degrees, 2' East along the North line of 48th South Street 150 feet to the West line of Center Street, thence continuing the same course 25 feet to the center of Center Street, thence South along the center line of Center Street 140 feet thence South 88 degrees 2' West 25 feet to the West line of Center Street, thence continuing the same course 150 feet to a point due South of a point beginning thence North 140 feet to the place of beginning.

Together with one half of 48th South Street joining on the North of this tract.
All situate in Salt Lake County, Utah.

I further certify that said property is subject to redemption in lawful money of the United States pursuant to the statute in such cases made and provided.

Dated at Salt Lake City, Utah, this 2nd day of August, 1938.

716
9-8-38
2,000
S. Grant Young

S. GRANT YOUNG
Sheriff of Salt Lake County, State of Utah.
By T. N. Bleak Deputy Sheriff. 116669.

Recorded at the request of S. Grant Young, Sep. 8, 1938, at 4:09 P. M., in Book #202 of Liens and Leases, Page 480. Recording fee paid 1.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: D-41, 88, 9 to 13 Incl.)

#641621

RIGHT OF WAY GRANT

ELIZABETH L. CHILD, Grantor, of Salt Lake County, State of Utah, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and no/100 Dollars, (\$1.00), receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, remove and replace pipe lines, gates and gate-boxes for transportation of gas through and across the following described land and premises in Salt Lake County, State of Utah, to-wit:

Beginning at a point 5 Rods North of the South West Corner of Lot 3, Block 54, Plat "B", Salt Lake City Survey; thence East 20 Rods; thence North 1 Rod; thence West 20 Rods; thence South 1 Rod to place of beginning. The above described tract being known as Smith Place.

The center line of which said gas pipe line shall extend through and across the above described land and premises on a line described as follows, to-wit:
The line to be located 3.0 South of the Center Line of Smith Place.