

herein. No exceptions or objections were made or filed against said petition. Now on this 9th day of August 1939 at the hour of 10:00 o'clock A. M. (being the time and date whereof said Clerk did give notice) said petition came on for hearing before the court. Said petitioner was represented by Franklin Riter, Esq., of the firm of Riter and Cowan, Attorney for said petitioner. Evidence both documentary and oral, was thereupon submitted to the court, and the court having considered the same and it appearing therefrom that the prayers of said petition should be granted and that the order and decree of specific performance therein prayed for should be granted:

NOW IT IS THEREFORE, upon motion of said Franklin Riter, Esq., ORDERED, ADJUDGED AND DECREED, as follows:

1. That the Clerk of this court did give notice of the time and place of hearing of said petition for the time and in the manner and form required by law, the practice of this court and the order of court heretofore entered herein, and proof of the giving of said notice has been filed in this court and cause. The court does hereby adjudge and declare that it has acquired and holds jurisdiction to hear and determine the issues and matters involved in said petition.

2. That Tracy Loan & Trust Company, a corporation, in its capacity as Trustee for the heirs of Hyman Mayrowitz, deceased, was on April 4, 1934 the owner in fee simple of the tract and parcel of land hereinafter described and on said date did enter into a written contract with Leon W. Belka and Iona J. Belka, wherein and whereby said Tracy Loan & Trust Company as Trustee aforesaid, did agree to sell and convey unto the said-Belkas as joint tenants, and the said-Belkas did agree to purchase the aforesaid tract and parcel of land for the price of \$1450.00. That the said-Belkas thereupon entered into possession of said parcel of land and are now in possession of same. That thereafter on or about the 4th day of November 1936, said Tracy Loan & Trust Company, in its capacity as Trustee aforesaid, did sell and convey said tract and parcel of land unto said Walter Henry Dayton, deceased, subject, however, to the rights and interest of said-Belkas under the aforesaid contract of purchase, and the said Walter Henry Dayton was the owner of said tract and parcel of land on the date of his death, subject, however, to the aforesaid contract and the rights of the said-Belkas thereunder. That the said tract and parcel of land was taken and considered as one of the assets and properties of the estate of said deceased, Walter Henry Dayton, and the same has been properly inventoried and appraised as required by law. That the said-Belkas have faithfully and strictly performed each and every covenant and agreement assumed by them in said contract and have in particular paid in full the purchase price thereunder and are now entitled to a deed of conveyance of said property.

3. That said Tracy Loan & Trust Company, as administrator with the will annexed of the estate and under the Last Will and Testament of Walter Henry Dayton, deceased, be, and it is hereby authorized, ordered and directed to execute and deliver unto Leon W. Belka and Iona J. Belka, as joint tenants but not as tenants in common, with right of survivorship, a deed whereby all of the right, title, claim and interest of the said deceased and his estate in and to said parcel of land hereinafter described, will be conveyed unto the said-Belkas upon joint tenancy aforesaid. Said conveyance shall be subject to the lien of all taxes and special assessments. The real property described in the aforesaid contract and covered by this decree is situate in Salt Lake County, State of Utah, and is particularly described as follows:

Commencing 550 feet East and 43.0 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of Section 11, Township 1 South of Range 1 West, Salt Lake Meridian, and running thence West 85.57 feet, thence North 0° degrees 15' East 262.40 feet to the South bank of Jordan River; thence along said bank of Jordan River South 79° 26' East 86.97 feet; thence South 0° degrees 15' West 218.90 feet to place of beginning.

4. That Walter Henry Dayton and Iona J. Dayton were one and the same person. That Edna B. Dayton as the regularly appointed, qualified and acting executrix of the Estate and under the Last Will and Testament of Walter Henry Dayton, deceased heretofore filed in the above entitled court and cause her written authority vesting in said Tracy Loan & Trust Company as administrator with will annexed, full power and authority to administer and manage the estate of said deceased.

Done in open court this 9th day of August, 1939.

Attest: William J. Korth, Clerk

BY THE COURT:

By Parker B. Cady, Deputy Clerk
(SEAL)

(Sgd) P. G. Evans,
District Judge.

ENDORSED NO. 21144 ESTATE OF WALTER HENRY DAYTON, DECEASED. FILED IN THE CLERK'S OFFICE SALT LAKE COUNTY, UTAH AUG. 9, 1939. WILLIAM J. KORTH, CLERK SALT LAKE COUNTY BY PARKER B. CADY, DEPUTY CLERK.

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original DECREE OF SPECIFIC PERFORMANCE OF REAL PROPERTY CONTRACT IN THE MATTER OF THE ESTATE OF WALTER HENRY DAYTON, DECEASED. NO. 21144 as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 10th day of August A. D. 1939

DISTRICT COURT OF THE
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY
STATE OF UTAH

WILLIAM J. KORTH Clerk
BY Alvin Keddington Deputy Clerk

Recorded at the request of Tracy Loan & Trust Co. Aug. 18, 1939 at 10:49 A.M. in Book #239 of Liens and Leases, Pages 105-106. Recording Fee paid \$2.90. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Saway, Deputy. (Reference: D-33, 33, 17) ZP

#66468

AGREEMENT

THIS AGREEMENT made and entered into by and between William Murdoch and Jeanette Q. Murdoch, his wife; Mary J. Smith, his wife; James N. Neil and Etta P. Neil, his wife; Florence H. Ensign; C. C. Spencer and Bertha C. Spencer, his wife; Bird & Jox Investment Company, a Utah corporation; John H. Smith, an unmarried man; Katherine C. Smith; J. M. Smith and his wife; (Mary H. Smith); ~~John H. Smith and Etta Ensign, his wife;~~ Lion's Savings Bank and Trust Company; George T. Hall and Syble Hall, his wife; ~~C. M. Bowers and Margaret Severn, his wife;~~ Wixom Inc., a Utah corporation; Clarence Maurer and Virginia M. Maurer, his wife; G. John Heerings, Jr., and Ruby G. M. Heerings, his wife; Joseph T. Meik and Etta B. Meik, his wife; ~~James H. Bowers and Margaret Severn, his wife;~~ Irving Holding Company, a Utah corporation; ~~James G. Bowers and Etta Ensign, his wife;~~ Paul H. Ensign and Elizabeth E. Ensign, his wife; Clara H. Ensign; Gladys H. Davidson; Kirk S. Lundwall and Lillian G. Lundwall, his wife; Louis J. Bowers and Alice C. Bowers, his wife; Richard Severn and Margaret Severn, his wife; Goldie B. Brown; Richard M. James, an unmarried man, and DeJara E. Nielsen, which said parties hereto constitute all of the owners of the real property situated in the subdivision ROSELIN HEIGHTS.

WITNESSETH:

WHEREAS, ROSSLYN HEIGHTS, a subdivision of part of the Northeast quarter of Section 21, and part of the Northeast quarter of Section 22, Township 1 North, Range 1 West, Salt Lake Meridian, was platted and recorded on September 6, 1954, in Book "I" of Plats, Page 42, as Instrument No. 745157, in the

office of the County Recorder of Salt Lake County, State of Utah, and WHEREAS, the owners of said ROSSLYN HEIGHTS and by agreement subsequently changed and amended the restrictions theretofore created against the title to said ROSSLYN HEIGHTS, which said agreement was dated October 15, 1956, and recorded March 12, 1957, in Book 106, Pages 245-6, as Instrument No. 824977, in the office of the County Recorder of Salt Lake County, Utah, and

WHEREAS, the owners of said ROSSLYN HEIGHTS desire to change the restrictions heretofore created against the title to said ROSSLYN HEIGHTS, NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally respectively covenant and agree as follows, to-wit:

I

That all of the restrictions heretofore created by deed or deeds or otherwise upon or against the title to said ROSSLYN HEIGHTS be, and the same hereby are, cancelled and made void and of no further effect whatsoever.

II

That the following restrictions are hereby created and declared to be covenants running with the title and land comprising the said ROSSLYN HEIGHTS and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land upon the plat of ROSSLYN HEIGHTS above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. DEFINITION OF TERMS USED

That for the purpose of these restrictions the word "Street" shall mean any street or pathway of any ever name which is shown on the plat of ROSSLYN HEIGHTS and which has been dedicated to Salt Lake City for the purposes of public streets, or for parkway purposes.

The word "lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

A "corner lot" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one street contiguous to it.

2. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant in the owner of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years from the first day of August, 1959, at which time said covenants and restrictions shall terminate.

3. USE OF LAND; COST; FRONTAGE.

That none of said lots of said ROSSLYN HEIGHTS subdivision or fraction thereof shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof or for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy for not more than one family. Any single family residence erected wholly or partially on said lots shall cost not less than Thirty-five Hundred Dollars

(\$3500.00), and the ground floor square foot area of the main building exclusive of porches, garage or other projections, shall not be less than 750 square feet in the case of a one story structure, nor less than 600 square feet in the case of a one and one-half or two story structure. All lots shall face on streets running north and south except only lots abutting on Twenty-first South Street and on Farley's Canyon Boulevard, and such lots to a depth of not more than 165 feet shall face on said street and boulevard respectively, and all residences erected on said Rosslyn Heights shall face or front on said streets respectively.

4. DWELLING SET BACK AND FREE SPACE.

No building shall be erected on any residential building plot nearer than 25 feet, nor farther than 15 feet from, the front lot line, nor nearer than 8 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

5. SIZE OF LOTS

No residential lot shall be resubdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet.

6. OWNERSHIP AND OCCUPANCY

No race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

7. TEMPORARY RESIDENCES PROHIBITED

4.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. UTILITY EASEMENT

A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before August 1, 1959, it shall be lawful for any other person or persons owning any other lots in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. COMMITTEE APPROVAL

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

11. COMMITTEE

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision; said committee to consist of three persons, each to be an owner in said subdivision, and each to hold office for one year and until his successor is duly elected, a majority vote of said committee shall be binding and controlling. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

12. NUISANCES

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.

#239 of Liens and Leases.

WITNESSETH:

WHEREAS, ROSSLYN HEIGHTS, a subdivision of part of the Northeast quarter of Section 21, and part of the Northwest quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, was platted and recorded on September 6, 1934, in Book "I" of Plats, Page 42, as Instrument No. 743157, in the

office of the County Recorder of Salt Lake County, State of Utah, and
 WHEREAS, the owners of said ROSSLYN HEIGHTS did by agreement subsequently change and amend the restrictions theretofore created against the title to said ROSSLYN HEIGHTS, which said agreement was dated October 15, 1936, and recorded March 18, 1937, in Book 196, Pages 245-6, as Instrument No. 804377, in the office of the County Recorder of Salt Lake County, Utah, and

WHEREAS, the owners of said ROSSLYN HEIGHTS desire to change the restrictions heretofore created against the title to said ROSSLYN HEIGHTS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally respectively covenant and agree as follows, to-wit:

I
 That all of the restrictions heretofore created by deed or deeds or otherwise upon or against the title to said ROSSLYN HEIGHTS be, and the same hereby are, cancelled and made void and of no further effect whatsoever.

II
 That the following restrictions are hereby created and declared to be covenants running with the title and land constituting the said ROSSLYN HEIGHTS and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land upon the plat of ROSSLYN HEIGHTS above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. DEFINITION OF TERMS USED

That for the purpose of these restrictions the word "Street" shall mean any street or parkway of whatever name which is shown on the plat of ROSSLYN HEIGHTS and which has been dedicated to Salt Lake City for the purposes of public streets, or for parkway purposes.

The word "Lot," shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

A "Corner Lot" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one street contiguous to it.

2. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years from the first day of August, 1939, at which time said covenants and restrictions shall terminate.

3. USE OF LAND; COST; FRONTAGE.

That none of said lots of said ROSSLYN HEIGHTS subdivision or fraction thereof shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy for not more than one family. Any such family residence erected wholly or partially on said lots shall cost not less than Thirty-five Hundred Dollars

(\$3500.00), and the ground floor square foot area of the building exclusive of porches, garage or other projections, shall not be less than 750 square feet for a one story structure, nor less than 650 square feet in the case of a one and one-half or two story structure. All lots shall face on streets running north and south except only lots abutting on Twenty-fifth Street and on Farley's Canyon Boulevard, and such lots to a depth of not more than 165 feet shall face on Twenty-fifth Street and boulevard respectively, and all residences erected on said Roslyn Heights shall face on the streets respectively.

4. DWELLING SET BACK AND FREE SPACE.

No building shall be erected on any residential lot nearer than 25 feet, nor farther than 35 feet from, the front lot line, nor nearer than 8 feet from the side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter section, except that on corner lots, except that on corner lots no structure shall be permitted nearer than 10 feet from the street lines.

5. SIZE OF LOTS

No residential lot shall be resubdivided into smaller lots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet.

6. OWNERSHIP AND OCCUPANCY

No race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

7. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. UTILITY EASEMENT

A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before August 1, 1939, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. COMMITTEE APPROVAL

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

11. COMMITTEE

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision; Said committee to consist of three persons, each to be an owner in said subdivision, and each to hold office for one year and until his successor is duly elected; a majority vote of said committee shall be binding and controlling. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

12. NUISANCES

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.

13. SAVING CLAUSES

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

III

That said restrictions shall be construed to be in addition to the provisions of the zoning ordinance now in force as enacted by Salt Lake City, Utah, and not in conflict therewith.

IN WITNESS WHEREOF, the owners of all of said platted lots and the tract of real estate hereinabove mentioned, this 21st day of July, 1929, have caused these presents to be executed.

William Murdoch
(William Murdoch)

Jeannette Murdoch
(Jeannette C. Murdoch)

Mary J. Smith
(Mary J. Smith)

(Ethel S. Reynolds)

James N. Neil
(James N. Neil)

Etna P. Neil
(Etna P. Neil)

Florence H. Ensign
(Florence H. Ensign)

C. O. Spencer
(C. O. Spencer)

Bertha C. Spencer
(Bertha C. Spencer)

BIRD & JEX INVESTMENT COMPANY
BY R. L. Bird, Pres.

John H. Smith
(John H. Smith)

() Smith

Katherine G. Smith
(Katherine G. Smith)

(J. W. Wirthlin)

(Ada L. Wirthlin)

Mary H. Smith
(Mary H. Smith)

(Tyler H. Barton)

(Elsie L. Barton)

ZION'S SAVINGS BANK AND TRUST COMPANY
BY Wm. McEwan Asst Cashier

George T. Hall
(George T. Hall)

Syble C. Hall
(Syble C. Hall)

(C. V. Beers)

(Huby G. M. Neerings)

(Lucy G. Beers)

WIXOME INC.
BY M A Shaw Pres.

Clarence Maurer
(Clarence Maurer)
VIRGINIA M. MAURER (Virginia M. Maurer)
G. John Neerings, Jr.
(G. John Neerings, Jr.)

Mrs. R. G. M. Neerings
(R. G. M. Neerings)

Jos T Melk
(Joseph T. Melk)

#239 of Liens and Leases.

Erna B. Meik
 (Erna B. Meik)
(James H. Fuller)
(Anna H. Fuller)

IRVING HOLDING COMPANY
BY Margaret P. Myers Pres.
(Perry U. Snow)
Ethel Snow)

Luella U. Jacobs)

Paul H. Ensign
 (Paul H. Ensign)

Elisabeth F. Ensign
 (Elisabeth F. Ensign)

Gladys H. Davidson
 (Gladys H. Davidson)

Kirk M. Lundwall
 (Kirk M. Lundwall)

Lillian G. Lundwall
 (Lillian G. Lundwall)

Louis J. Bowers
 (Louis J. Bowers)

Alice C. Bowers
 (Alice C. Bowers)

Richard Severn
 (Richard Severn)

MARGARET SEVERN
 (Severn)

Goldia B. Brown
 (Goldia B. Brown)

Richard Wm. James
 (Richard W. James)

De Lara E. Nielsen
 (DeLara E. Nielsen)

Clara H. Ensign
 (Clara H. Ensign)

STATE OF UTAH)
) SS
 COUNTY OF SALT LAKE)

On the Thirty-First day of July, 1939, personally appeared before me William Murdock and Jeanette G. Murdock, his wife; Mary J. Smith; ~~Ethel S. Reynolds~~; James N. Neil and Etna P. Neil, his wife; Florence H. Ensign; C. O. Spencer and Bertha C. Spencer, his wife; John H. Smith and an unmarried man Smith, his wife; Katherine G. Smith; ~~John~~ ~~Wishnie~~ and ~~Ada L. Wishnie~~, his wife; Mary H. Smith; ~~Tylan A. Benton and Elsie L. Benton, his wife~~; George T. Hall and Syble Hall, his wife; ~~G. M. Reese and Lucy G. Reese, his wife~~; Clarence Maurer and Virginia H. Maurer, his wife; G. John Neerings, Jr., and Ruby G. M. Neerings, his wife; Joseph T. Meik and Erna B. Meik, his wife; James H. Fuller and Anna H. Fuller, his wife; Perry U. Snow and Ethel Snow, his wife; ~~Luella U. Jacobs~~; Paul H. Ensign and Elisabeth F. Ensign, his wife; Clara H. Ensign; Gladys H. Davidson; Kirk M. Lundwall and Lillian G. Lundwall, his wife; Louis J. Bowers and Alice C. Bowers, his wife; Richard Severn and Margaret Severn, his wife; Goldia B. Brown; Richard W. James, an unmarried man, and DeLara E. Nielsen; who duly acknowledged to me that they executed the foregoing instrument.

J. M. CHIPMAN
 NOTARY PUBLIC SEAL
 COMMISSION EXPIRES
 MAR. 16, 1942
 SALT LAKE CITY, STATE OF UTAH

J. M. Chipman
 Notary Public Residing at
 Salt Lake City, Utah

STATE OF UTAH)
)
 COUNTY OF SALT LAKE)

On the 31st day of July, 1939, personally appeared before me R. L. Bird who, being by me duly sworn, did say that he is the President of Bird & Jex Investment Company, and that said foregoing instrument was signed in behalf of the said corporation by authority of its Board of Directors and said R. L. Bird acknowledged to me that said corporation executed the same.

J. M. CHIPMAN
 NOTARY PUBLIC SEAL
 COMMISSION EXPIRES
 MAR. 16, 1942
 SALT LAKE CITY, STATE OF UTAH

J. M. Chipman
 Notary Public Residing at
 Salt Lake City, Utah

STATE OF UTAH)
) SS August
 COUNTY OF SALT LAKE)

On the 15th day of July, 1939, personally appeared before me Wm. McEwan who, being by me duly sworn, did say that he is the Asst. Cashier of Zion's Savings Bank & Trust Company, and that said foregoing instrument was signed in behalf of the said corporation by authority of its Board of Directors and said Wm. McEwan, acknowledged to me that said corporation executed the same.

#239 of Liens and Leases.

DELBERT SMITH
NOTARY PUBLIC SEAL
COMMISSION EXPIRES
MAR. 11, 1943
SALT LAKE CITY, STATE OF UTAH

Delbert Smith
Notary Public Residing at
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 31st day of July, 1939, personally appeared before me Margaret F. Myers who, being by me duly sworn, did say that she is the Pres. of the Irving Holding Company, Corp. and that said foregoing instrument was signed in behalf of the said corporation by authority of its Board of Directors and said Margaret F. Myers acknowledged to me that said corporation executed the same.

J. M. CHIPMAN
NOTARY PUBLIC SEAL
COMMISSION EXPIRES
MAR. 16, 1942
SALT LAKE CITY, STATE OF UTAH

J. M. Chipman
Notary Public Residing at
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 27th day of July, 1939, personally appeared before me M. A. Shaw who, being by me duly sworn, did say that he is the President of Wixome, Inc., and that said foregoing instrument was signed in behalf of the said corporation by authority of its Board of Directors and said M. A. Shaw acknowledged to me that said corporation executed the same.

J. M. CHIPMAN
NOTARY PUBLIC SEAL
COMMISSION EXPIRES
MAR. 16, 1942
SALT LAKE CITY, STATE OF UTAH

J. M. Chipman
Notary Public Residing at
Salt Lake City, Utah

Recorded at the request of Sugarhouse Lbr. & Hdw. Company, August 30, 1939, at 9:43 A. M., in Book #239 of Liens and Leases, pages 106-07-08-09-10. Recording fee paid \$8.40. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy, Reference: (S-30-2-15; S-30-4-41.) Eo.

#64345

EARNEST MONEY RECEIPT

Salt Lake City, Utah, August 7, 1939

Received from HENRY P. JONES the sum of --Fifty and No/100--Dollars, to secure and apply on the purchase of the following described property: 411-15-17 Center Street for the purchase price of Five Thousand and No/100 Dollars. The balance of purchase price shall be paid as follows: \$650.00 upon acceptance and \$45.00 or more per month commencing 30 days after date of possession.

Interest shall be charged on all unpaid portions of the purchase price at 5% per annum, and possession given within 30 days.

Taxes for the current fiscal year ending December 31st, following this date and the insurance, rents and other expenses of said property shall be pro-rated as of date of delivery of deed or final contract of sale.

All other taxes and assessments shall be paid by owner except the following: Pro-rate 1939 taxes.

Contract of sale to be made on the approved form of the Salt Lake Real Estate Board in the name of HENRY P. JONES and FRIEDA JONES, his wife as joint tenants

In the event said purchaser shall fail to pay the balance of said purchase price or complete said purchase as herein provided, the amounts paid herein shall, at the option of the seller, be retained as liquidated and agreed damages.

The payment is received and sale is made subject to owner's approval and unless so approved on or before 2 days after from date the return of the money herein received shall cancel this sale without damage to the undersigned.

Signed E. B. WICKS, CO.
By E. D. LeCheminant Agent

We do hereby agree to carry out and fulfill the terms and conditions in the above receipt specified, the owner agreeing to furnish a good marketable title with abstract to date, and to make final conveyance by sufficient deed.

Henry P. Jones Buyer
John T. Edward Seller

State of Utah)
County of Salt Lake) ss

On the 28th day of August, 1939 personally appeared before me Henry P. Jones, the signer of the above instrument, who duly acknowledged to me that he executed the same.

JOS. G. JEPSON
NOTARY PUBLIC
COMMISSION EXPIRES
OCT. 2, 1939
SALT LAKE CITY, STATE OF UTAH

Jos G. Jeppson
Notary Public

Recorded at the request of Jos. G. Jeppson, August 28, 1939, at 3:15 P. M., in Book #239 of Liens and Leases, page 110. Recording fee paid. \$1.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-24, 239, 36; Misc Index #3.) Eo.

#64347

AN ORDINANCE

AN ORDINANCE VACATING first alley running west from View Street north of 21st South Street in Salt Lake City, Utah.

Be it ordained by the Board of Commissioners of Salt Lake City, Utah:

SECTION. 1. That first alley running west from View Street north of 21st South Street in Salt Lake City, Utah, more particularly described as follows:

Beginning at the northeast corner of Lot 1, Block 4. Improved Plat of Blocks 4 and 5, View City, a subdivision of Block 10, 5-Acre Plat C, Big Field Survey, running thence west 164.0 ft., thence S. 45 deg W. 7.07 ft., thence north 22.0 ft.; thence S. 45 deg. E 7.07 ft., thence east 164.0 ft., thence south 12.0 ft., to point of beginning; be and the same is hereby vacated and declared no longer to be public property for use as a street, avenue, alley or pedestrian way.

Said vacation is made expressly subject to the rights of way and easements of the Utah Light & Traction Company and the Mountain State Telephone & Telegraph Company acquired under franchises from Salt Lake City to maintain, repair, alter and replace the electric transmission, distribution of telegraph and telephone circuits, lines, wires and poles of said companies, together with the necessary stop cross-arms and other attachments thereon or affixed thereto for the support of said electric telephone and telegraph lines, wires and distribution