

Ruel G. Halloran, acknowledged to me that said corporation executed the same.

My Commission Expires
June 11, 1943

SEAL JOSEPH D. HURD
NOTARY PUBLIC
SALT LAKE COUNTY, UTAH

Joseph D. Hurd
Notary Public residing at
Salt Lake City, Utah.

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Recorded at the request of Hurd & Hurd, January 26, 1940, at 12:12 P.M., in Book #239 of Liens and Leases, pages 376-77-78. Recording fee paid \$3.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-31, 211, 2.)

#873519

AGREEMENT AND ASSIGNMENT OF LEASE.

THIS AGREEMENT AND ASSIGNMENT OF LEASE, made and entered into this 15th day of January, A. D. 1940, by and between W. J. HALLORAN COMPANY, a corporation of Utah, party of the first part, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation of New York party of the second part, WITNESSETH:

THAT WHEREAS, the party of the second part has loaned and advanced to the party of the first part the sum of \$110,000.00, evidenced by a promissory note of said party of the first part, payable as follows: \$1200.00 on account of principal April 1, 1940, \$1200.00 on account of principal July 1, 1940, \$1200.00 on account of principal October 1, 1940, and \$1200.00 on account of principal on the first days of January, April, July and October Change of each and every year thereafter, and the balance January 1, 1955, with interest on the unpaid balance O.K. of principal payable quarterly on the first days of April, July, October and January of each and every W.J.H. year, commencing April 1, 1940, at the rate of 4 1/2% per annum for the first five years, and 4 1/2 per annum for the balance of the term; the payment of which said promissory note is secured by a mortgage of even date, made and executed by said party of the first part to said party of the second part, upon the following described real property situate in Salt Lake City, Salt Lake County, State of Utah, to-wit:

Part of Lot 4, Block 52, Plat "A", Salt Lake City Survey, commencing at the South West corner of said Lot 4, and running thence North 100 feet; thence East 165 feet; thence South 100 feet; thence West 165 feet to the place of beginning.

Subject to and together with rights of way, easements and appurtenances as in said mortgage particularly mentioned and described;

and recorded in the office of the County Recorder of Salt Lake County, Utah in Book 215 of Mortgages, pages 652-3-4; and

WHEREAS, a portion of said mortgaged premises has been leased to one Sam Nottie and I. J. Wagner, of Salt Lake City, Salt Lake County, Utah, for a term of two years from August 15, 1939, to August 15, 1941, and recorded January 26, 1940 as entry No. 873518, and

WHEREAS, said party of the first part, as further security for the payment of said mortgage debt, has agreed to assign to said party of the second part all of its right, title, claim and interest in and to said lease, upon condition, however, that said assignment shall become operative only in case of default in the payment of said mortgage debt and the performance of any of the terms, conditions and covenants of said mortgage.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That said party of the first part hereby sells, assigns, transfers and sets over unto said party of the second part all of its right, title, claim and interest of, in and to the above mentioned Lease, made and entered into under date of August 1, 1939, by and between the said party of the first part as lessor, and Sam Nottie and I. J. Wagner, as lessees, for the rental of a certain store room known as No. 373 South Main Street, in Salt Lake City, Salt Lake County, State of Utah, for a term of two years from August 15, 1939, to August 15, 1941, together with all rentals due or to become due said party of the first part under the terms of said lease; and hereby giving and granting unto said party of the second part full right, power and authority to receive, collect and sue for said rentals, only in the event, however, that said party of the first part defaults in the payment of said mortgage debt according to the terms of said note, or in the event of default in the performance of any of the terms, conditions and covenants of said note and mortgage to be kept and performed by said mortgagor.

IN WITNESS WHEREOF, the said party of the first part has caused

its corporate name and seal to be hereunto signed and affixed at Salt Lake City, Utah, the day and year first above written.

Signed in the Presence of:
J. D. Hurd

W. J. HALLORAN COMPANY
CORPORATE SEAL
UTAH

W. J. HALLORAN COMPANY,
By W. J. Halloran President.

ATTEST: R. B. Hayes Secretary

STATE OF UTAH,)
SALT LAKE COUNTY) ss.

On this 15th day of January, 1940, personally appeared before me W. J. HALLORAN and R. B. HAYES, who, being by me each severally duly sworn, each did say that the said W. J. Halloran is the President and the said R. B. Hayes is the Secretary of the W. J. HALLORAN COMPANY, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and the said W. J. Halloran and the said R. B. Hayes each duly acknowledged to me that said corporation executed the same.

My Commission expires:
June 11, 1943.

SEAL JOSEPH D. HURD
NOTARY PUBLIC
SALT LAKE COUNTY, UTAH

Joseph D. Hurd
Notary Public Residing at
Salt Lake City, Utah

Recorded at the request of Hurd & Hurd, January 26, 1940, at 12:13 P.M., in Book #239 of Liens and Leases, page 378. Recording fee paid \$2.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-31, 211, 4.)

#873520

EASEMENT AND PARTY WALL AGREEMENT.

THIS AGREEMENT, made and entered into this 15th day of January, A. D. 1940, by and between W. J. HALLORAN COMPANY, a corporation of the State of Utah, party of the first part, and JOHN J. DALY COMPANY, a corporation of the State of New Jersey, party of the second part, WITNESSETH:

WHEREAS, said party of the first part is the owner of the following described tract of land situate in Salt Lake County, State of Utah, to-wit:

Commencing at the Southwest corner of Lot 4, Block 52, Plat "A", Salt Lake City Survey, and running thence North 100 feet; thence East 165 feet; thence South 100 feet; thence West 165 to the place of beginning, which said tract of land, together with the improvements thereon, was by said party of the second part conveyed to William J. Halloran, predecessor in interest of said party of the first part, by Warranty Deed, under date of September 27, 1913; and

WHEREAS, said party of the second part is the owner of the following described tract of land situate in Salt Lake County, State of Utah, to-wit:

#239 of Liens and Leases.

Commencing at the Southwest corner of Lot 3, Block 52, Plat "A", Salt Lake City Survey, and running thence East 82 feet; thence North 53 feet; thence West 82 feet; thence South 53 feet to the place of beginning, which said real property adjoins on the east the above mentioned and described tract of land belonging to said party of the first part; and

WHEREAS, the five story brick building known as the New Grand Hotel building, as now constructed, encroaches upon the property of the party of the second part in that the East wall of said building is approximately 1 1/2 feet on the property of said party of the second part extending North of the Southwest corner of said property, for a distance of approximately 35 1/2 feet, and the basement of said New Grand Hotel building also encroaches upon the property of the party of the second part a distance of approximately 1 1/2 feet for the whole dept of 53 feet thereof; and

WHEREAS, said New Grand Hotel Building was constructed by said party of the second part prior to September 27, 1913, and at the time of construction thereof, said party of the second part intentionally built the east wall of said hotel building so that all of said wall was on the property adjoining on the east, belonging to said party of the second part, with the intent and purpose of using said wall as a joint wall for a building to be built and constructed on said adjoining property; and

WHEREAS, said party of the first part has applied to The Equitable Life Assurance Society of the United States for a mortgage loan on its said property hereinabove described, and said Society has requested that an easement be obtained for said encroachments, and said party of the second part has agreed to grant an easement for the encroachment of said wall and said basement in said New Grand Hotel building as now constructed, provided said party of the first part agree to permit party of the second part, its successors and assigns, to use said east wall of the New Grand Hotel building as now constructed as the west wall of a building to be constructed upon the property of said party of the second part, at any time said second party, its successors and assigns, shall desire to construct such building thereon, and provided further, that said party of

the first part grant to said party of the second part an easement over the East 13 feet of its real property hereinabove described, to all of which said party of the first part has consented and agreed;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises, and of the easements and grants hereinafter provided for, one to the other, the parties hereto have mutually agreed, each with the other, as follows, to-wit:

First. Said party of the first part hereby conveys and grants to said party of the second part, its successors and assigns, an easement over, along and across the East 13 feet of its parcel of real property hereinbefore first above mentioned and described, and hereby further gives and grants unto said party of the second part, its successors and assigns, the right and privilege, at any time in the future, so long as the said New Grand Hotel building shall stand, to use the east wall of said building as now constructed as the west wall of a building to be constructed upon the property of said party of the second part to the east, with the right to insert floor joists, ceiling joists and beams, and other necessary attachments to said wall so as to make the same properly and conveniently serve as the west outside wall of any such contemplated building.

Second. Said party of the second part hereby grants unto said party of the first part, its successors and assigns, an easement to maintain and continue the aforesaid encroachments of the east wall of said New Grand Hotel and the basement thereof, as now constructed, on the property of the party of the second part hereinabove described, and for such purpose, hereby conveys and grants unto said party of the first part, its successors and assigns, an easement over, along and across the following described tract of land to-wit:

Commencing at the Southwest corner of said Lot 3, Block 52, Plat "A", Salt Lake City Survey, and running thence East 1.5 feet; thence North 53 feet; thence West 1.5 feet; thence South 53 feet to the place of beginning, together with the right and privilege of maintaining the basement of said New Grand Hotel, and the footings and foundations upon and under said 1.5 foot strip as now built and constructed; provided, however, that the North 10 feet of said 1 1/2 foot strip shall at all times remain open and unobstructed so as to permit free access and passage from the property of the party of the second part to said 13 foot easement hereinabove granted to said party of the second part; hereby giving and granting unto said party of the first part, however, the right to build over the North 10 feet of said 1 1/2 foot strip at such a height above said strip of ground as not to interfere with ordinary traffic in passing from the property of the party of the second part on to said 13 foot easement hereinabove granted.

IN WITNESS WHEREOF, the parties hereto have each caused their respective corporate names to be signed and their respective corporate seals to be hereunto affixed, and this Agreement executed in duplicate by their duly authorized officers the day and year first above written.

Signed in the Presence of :
Sid Lambourne

W. J. HALLORAN COMPANY
By W J Halloran President

W. J. HALLORAN COMPANY
CORPORATE SEAL
UTAH

ATTEST:
R. B. Hayes Secretary
Party of the First Part.

JOHN J. DALY COMPANY
INCORPORATED
1906
NEW JERSEY

JOHN J. DALY COMPANY,
By John C. Daly President

ATTEST: John J. Daly Secretary
Party of the Second Part

STATE OF UTAH,)
SALT LAKE COUNTY.) ss.

On this 16th day of January, 1940, personally appeared before me W. J. HALLORAN and R. B. HAYES, who, being by me each severally duly sworn, each did say that the said W. J. Halloran is the President and the said R. B. Hayes is the Secretary of the W. J. HALLORAN COMPANY, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and the said W. J. Halloran and the said R. B. Hayes each duly acknowledged to me that said corporation executed the same.

My commission expires:
Febr. 22 - 1943

SID LAMBOURNE
NOTARY PUBLIC
COMMISSION EXPIRES
FEB 22, 1943
SALT LAKE CITY, STATE OF UTAH

Sid Lambourne
Notary Public Residing at
Salt Lake City, Utah.

STATE OF UTAH,)
COUNTY OF SALT LAKE.) ss.

On this 16th day of January, 1940, personally appeared before me John C. Daly and John J. Daly, who, being by me each severally duly sworn, each did say that the said John C. Daly is the President and the said John J. Daly is the Secretary of the JOHN J. DALY COMPANY, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and the said John C. Daly and the said John J. Daly each duly acknowledged to me that said corporation executed the same.

My commission expires:
FEBR. 22 - 1943

SID LAMBOURNE
NOTARY PUBLIC
COMMISSION EXPIRES
FEB. 22, 1943
SALT LAKE CITY, STATE OF UTAH

Sid Lambourne
Notary Public, Residing at
Salt Lake City, Utah