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634

#877235 Blk 248 P12258-

line; thence East 70.75 rods, more or less, to the place of beginning;
 THAT at the time of the execution of said mortgage and for some time prior thereto affiant and his wife were in the sole and exclusive possession of said premises described in said mortgage;
 Affiant further states that no materials have been purchased or labor performed upon or in connection with said mortgage premises, the furnishing or performance of which might result in a lien against said premises and that there were not, at the time of execution of said mortgage, any outstanding bills for materials furnished or labor performed upon or in connection with said mortgaged premises.

Subscribed and sworn to before me this 20th day of March, 1940. Edward Fairbourn
 My Commission Expires GERALD H. SMITH
 Sept 27, 1943 NOTARY PUBLIC
 (SEAL) COMMISSION EXPIRES
SEPT. 27, 1943
DRAPER, STATE OF UTAH
Gerald H. Smith
Notary Public in and for the
State of Utah residing at Draper
in said State.

Recorded at the request of A. P. Lakin, April 15, 1940, at 4:14 P.M., in Book #213 of Liens and Leases, page 634. Recording fee paid 90¢. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: D-25, 274, 37; Misc. Index #3.) EC.

#878423
 IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

VIRGINIA C. BROWNING, }
 Plaintiff, }
 -vs- }
 RACHEL B. CAMPBELL and SERGE B. CAMPBELL, }
 Defendants. }

L I S P E N D E N S

Notice is hereby given that an action has been commenced in the District Court of the Third Judicial District, in and for Salt Lake County, State of Utah, by the above-named plaintiff against the above named defendants, for the foreclosure of a mortgage made and executed July 1, 1928, by RACHEL B. CAMPBELL and R. S. CAMPBELL, her husband, to WILLIAM C. BROWNING and recorded in the office of the County Recorder, Salt Lake County, State of Utah, on the 28th day of August, 1928, in Book 38 of Mortgages, page 469, and which said mortgage was, on the fourth day of September, 1928, assigned by said William C. Browning to Virginia C. Browning, plaintiff herein, by assignment recorded in the office of the County Recorder of Salt Lake City, Utah, on September 10, 1928, in Book 49 of Mortgages, pages 286 and 287. The premises therein mortgaged, described in said Complaint and affected by this suit are situate in the County of Salt Lake, State of Utah, and described as follows, to-wit:
 Parts of Lots Seven (7) and Eight (8), in Block Ninety-four (94), Plat "A", Salt Lake City Survey, and more particularly described as follows, to-wit:
 Commencing at a point Four Hundred and Twelve (412) feet North and One Hundred and Sixty-five (165) feet West from the Southeast corner of said Block Ninety-four (94), Plat "A", Salt Lake City Survey, as a beginning point, and which point is on the line between said Lots Seven (7) and Eight (8) a distance of Eighty-two (82) feet North of the South line of said Lots, and running thence West Eighty-two and one-half (82½) feet; thence South Eighty-two (82) feet; thence East along the South line of said Lot Seven (7) a distance of Eighty-two and one half (82½) feet to the Southwest corner of said Lot Seven (7); thence North along the line between said Lots Seven (7) and Eight (8) a distance of Eighty-two (82) feet to the point of beginning, together with a perpetual joint right of way extending from the above described premises directly east to the West line of North Main Street, and which right of way is more particularly described as follows, to-wit:
 Commencing at a point 373 feet North from the Southeast corner of said Block 94, and running thence North 9 feet; thence West 10 rods; thence South 9 feet; thence East 10 rods to the place of beginning.

Ferris S. Jensen
 Attorney for Plaintiff

Recorded at the request of Ferris S. Jensen, April 15, 1940, at 4:38 P.M., in Book #213 of Liens and Leases, page 634. Recording fee paid \$1.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-32, 113; 6.) EC. 4/10/40

#879074 FREEMOUNT PARK SALT LAKE CITY, UTAH

I DEDICATION
 KNOW ALL MEN BY THESE PRESENTS: That the Hygeia Ice Company, hereinafter called the Proprietor, has caused to be surveyed and platted the lands hereinafter described under the name "Freemount Park", and has caused the same to be subdivided into blocks, lots, streets, avenues, drives, and public ways, and does hereby dedicate the streets, avenues, drives and public ways, including the two areas within the interior curb lines of the courts, all as shown on the accompanying plat, to the public use.

II DESCRIPTION
 The following is a particular description of the lands to be embraced within the aforesaid plat, or subdivisions: Beginning at the S. W. Corner of Lot 2, Block 27, 5 Acre Plat "C", B.F. Survey (and running thence North 34.8 Rods; thence East 630.33 ft. more or less, to the East line of Section 9, T. 1 S., R. 1 E., S. 1 Mer.; thence South 34.8 rods; thence West 630.33 ft. to point of beginning, situated in Salt Lake City, Utah.

III RESERVATIONS, RESTRICTIONS AND COVENANTS
 The Proprietor declares that the aforesaid land, shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

IV DEFINITIONS

A "Corner Lot" is one that abuts on more than one street. Any corner lot shall be deemed to front on the street on which it has its smaller dimensions except that the Proprietor in the deed to any corner lot, or at any time with consent, in writing, or the holder of the legal title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

Lots 1, 2, and 3, Block 1 shall be deemed to front on both Nineteenth East Street and Laird Drive.

Lots 22 and 25, Block 1, and Lots 3 and 7, Block 2, shall be deemed to front on both Laird Drive and the Court.

Lots 4, 5 and 6, Block 2 shall be deemed to front on the court.

The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "Plot", as used in this statement, is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

A "plot" shall be deemed to front on the same street or streets as the lot or lots constituting such plot.

By "Building Limit Line", as herein used, is meant the line marked "Building Limit Line", as shown on the plat.

By "Outbuilding Limit Line", as herein used, is meant the line marked "Outbuilding Limit Line" as shown on the plat.

By "Outbuilding", as the word is used in this statement, is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.

V USE OF LAND

The lots shall be used for detached, single family dwellings only, and appurtenant outbuildings.

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.

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

No structure shall be moved onto any lot in said subdivision unless it meets with the approval of the Proprietor.

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VI FRONTAGE

Every dwelling erected on any plot shall front or present a good frontage, on the street on which said plot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot abuts.

Any dwelling erected on any plot shall have appurtenant to it, and not occupied by any other dwelling, at least fifty (50) feet of ground fronting on the street or streets on which the plot fronts, except, however, a single family dwelling may be erected upon each of Lots 20, 23, 24, and 25, Block 1, and Lots 4, 5 and 6, Block 2, and except that a dwelling erected wholly or partially on any of the lots listed below shall have appurtenant to it, and not occupied by any other dwelling, the amount of ground as listed:

Lot 4, Block 1,	sixty (60) feet	
Lot 22, Block 1,	ninety (90) feet on Laird Drive and	
	forty (40) feet on the court	
Lot 26, Block 1,	seventy-five (75) feet on Laird Drive and	
	forty (40) feet on the court	
Lot 27, Block 1,	sixty (60) feet	
Lot 1, Block 2,	Eighty (80) feet	
Lot 2, Block 2,	sixty (60) feet	
Lot 3, Block 2,	sixty-five (65) feet on Laird Drive,	
	eighty-five (85) feet on the court	
Lot 7, Block 2,	sixty-five (65) feet on Laird Drive, and	
	eighty (80) feet on the court	
Lot 9, Block 2,	eighty (80) feet on both streets	

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet.

VII APPROVAL OF PLANS AND COST AND MINIMUM GROUND FLOOR SQUARE FOOT AREA OF DWELLING

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Proprietor shall have been submitted to and approved in writing by the Proprietor and a copy thereof, as finally approved, lodged with the Proprietor. In so passing upon such plans, specifications, plot plan and grading plan, the Proprietor may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

(a) No dwelling costing less than Five Thousand Dollars (\$5,000.00), or having a ground floor square foot area of less than 1100 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 1 to 3, both inclusive, Block 1, Fremont Park.

(b) No dwelling costing less than Forty-five Hundred Dollars (\$4,500.00), or having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 4 to 18, both inclusive, Block 1, Fremont Park.

(c) No dwelling costing less than Five Thousand Dollars (\$5,000.00), or having a ground floor square foot area of less than 1100 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 19 to 27, both inclusive, Block 1, Fremont Park.

(d) No dwelling costing less than Five Thousand Dollars (\$5,000.00) or having a ground floor square foot area of less than 1100 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 1 to 9, both inclusive, Block 2, Fremont Park.

(e) No dwelling costing less than Forty-five Hundred Dollars (\$4,500.00), or having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 10 to 12, both inclusive, Block 2, Fremont Park.

The above dwelling cost refers to the cost of dwelling structure only. The above areas refer to the areas of the dwelling exclusive of one-story open porches and garages.

VIII OUTBUILDING REQUIREMENTS

Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

No detached outbuildings shall be built on Lots 1, 2, 3, and 9, Block 1, and Lots 3 and 7, Block 2.

IX DWELLING SETBACK

No dwelling or any part thereof shall be erected or maintained on any plot nearer to the adjoining

street or streets than the building limit lines shown on the recorded plat. However, the Proprietor reserves the right to change any building limit line, provided the consent of the holder of the legal title of the lot involved is first obtained, but in no event shall a building limit line be changed so as to bring it more than five (5) feet nearer any adjoining streets. However, covered or uncovered, but not enclosed, porches, balconies, porta-cocheres, or terraces may extend beyond the building limit line not more than twelve (12) feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings and chimneys may extend not more than four (4) feet. Steps leading to dwellings may extend beyond such building lines, provided such steps are not higher than the level of the first floor of the dwelling.

X DWELLING FREE SPACE

No dwelling, including porches, attached garages, or greenhouses, but excluding cornices, spoutings, chimneys and purely ornamental projections, shall occupy more than seventy percent (70%) of the width of the plot of which it is erected, such width to be measured along the building line nearest the respective streets on which such plot fronts.

No part of any dwelling shall be erected or maintained nearer than eight (8) feet to the side line of property of the plot on which the same is erected, except that cornices, spoutings, chimneys and purely ornamental projections may extend three (3) feet nearer said property line.

With the written consent of the Proprietor, the dwelling may occupy as much as seventy-five percent (75%) of the plot, as defined above, and the clearance from the side lines may be reduced by not to exceed two (2) feet, except that no two dwellings on adjoining lots shall be nearer than ten (10) feet between building walls.

XI OUTBUILDING SETBACK

No outbuildings shall be erected or maintained on any of said lots nearer to the adjoining street or streets than the outbuilding limit lines shown on the recorded plat. However, the Proprietor reserves the right to change any outbuilding limit line established on any lot, but in no event shall the outbuilding limit line shown on the said plat be changed so as to bring it more than ten (10) feet nearer any adjoining streets. The normal projection of cornices, spoutings, chimneys, and purely ornamental projections over said outbuilding lines shall not be construed as a violation of the provisions of said section.

XII OUTBUILDING FREE SPACE

Except with the written consent of the Proprietor, the combined width of the outbuildings for one plot shall not exceed fifty (50) percent of the width of the plot measured along the rear line, except that a total width of thirty-five (35) feet will be permitted. Except with the written consent of the Proprietor, no outbuilding shall be built nearer to any side or rear lot line than four (4) feet.

XIII RACIAL RESTRICTIONS

None of the lots shown on said plot shall be occupied by any person not of the white race. This prohibition, however, is not intended to include the occupancy or use by persons not of the white race while employed as servants on the premises.

XIV BASEMENTS

No building or other permanent structure shall be erected or maintained on any part of any area indicated as "easement", but the owners of lots may erect and maintain a fence, wall or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasi-public purposes.

The right is reserved to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, within the areas indicated on the plat as "easement", sewer and other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

XV SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted provided it does not exceed 3 x 5 feet in size.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building limit line.

No pergola or any detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line.

No permanent provisions shall be made on and lot for the raising of poultry, or the housing of cows, horses or other livestock.

No trash, ashes or other refuse may be thrown or dumped on any lot in the subdivision.
No radio aerial wire shall be maintained more than three (3) feet higher than the roof of any structure, nor in front of the building limit line.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

XVI DURATION

These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1st, 1966, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

XVII RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Proprietor, his successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Proprietor, his successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of the title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Proprietor or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of a right to do so thereafter.

XVIII PROPRIETOR'S RIGHT TO ASSIGN

The Proprietor, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by the Proprietor and upon such assignment or conveyance being made his assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or him in this instrument.

XIX PARTIAL INVALIDATION

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

IN WITNESS WHEREOF, Hygeia Ice Company, herein designated as the Proprietor, has caused these presents and this instrument to be executed this 23rd day of April, A. D. 1940.

SEAL HYGEIA ICE COMPANY
CORPORATE SEAL
1911
SUGAR, UTAH

HYGEIA ICE COMPANY
By H. R. Free
Vice-President

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

On this 23rd day of April, A. D. 1940, personally appeared before me, the undersigned Notary Public in and for said County of Salt Lake of said State of Utah, H. R. Free, Vice-President of the Hygeia Ice Company, a Corporation, who did say that he is the Vice-President of said Corporation and that the accompanying instrument was signed in behalf of said Corporation, by authority of its Board of Directors, and said H. R. Free acknowledged to me that said Corporation executed the same.

My Commission Expires:
September 2nd, 1942.

SEAL DAVID B. ASHTON
NOTARY PUBLIC
COMMISSION EXPIRES
SEPT. 2, 1942
SALT LAKE CITY, STATE OF UTAH

David B. Ashton
NOTARY PUBLIC. Residing in
Salt Lake City, Utah

Recorded at the request of Edw. M. Ashton & Company, April 24, 1940, at 4:52 P.M., in Book #213 of Liens and Leases, pages 634-35-36-37. Recording fee paid \$6.80. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-34218-1) EC.

Handwritten initials and scribbles on the left margin.

#678534

UNIFORM REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 5th day of March, A. D. 1936, by and between Gaddis Investment Company hereinafter designated as Seller, and George D. McGarry and Ivy V. Winn McGarry, his wife, hereinafter designated as the Buyer, of Salt Lake City, Utah, respectively.

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, situate in the county of Salt Lake, State of Utah, to-wit:

Commencing two and one-half (2 1/2) Rods West of the Southeast corner of Lot 3, Block 17, Plat "B", Salt Lake City Survey, and thence West 2 1/2 Rods; thence North 7 1/2 rods; thence East 2 1/2 Rods; thence South 7 1/2 Rods to the place of beginning.

Subject to and together with a joint right of way agreement with the property owner on the East.

Said buyer hereby agrees to pay for said described premises the sum of THIRTY-FIVE HUNDRED AND No/100-- (\$3500.00)---dollars, payable at Seller's Office in Salt Lake City, Utah, strictly within the following times, to-wit: THREE HUNDRED AND No/100----(\$300.00)---dollars cash, the receipt of which is hereby acknowledged. And \$27.00 on the 5th day of March, 1936, and \$27.00 or more on the 5th day of each and every month thereafter until the purchase price, together with interest, is fully paid.

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 6 1/2 per cent per annum, payable monthly. Interest to commence from date of possession.

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 one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the one-half, provided, however, that the monthly payment required by the building society and otherwise, shall not exceed the monthly payments as outlined above.

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 The Year 1935. The 1935 Taxes to be prorated.

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 (THIRTY-TWO HUNDRED DOLLARS), and to assign said insurance to the Seller as his interests 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 Thirty 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 for or re-

Vertical handwritten notes on the right margin, including "All Money \$3500.00" and "Mortgage Building Co."