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Recorded at Request of *S. L. Co. Clerk* SEP 11 1941

at 3:25 PM Cornelia S. Lund, Recorder S. L. County, Utah

By *J. C. Lamurray* Dep. Book 285 Page 377-9-31-42 Ref. 2-65-16

RIGHT-OF-WAY EASEMENT

L-207-27
L-211-6

THIS INDENTURE, made this 3rd day of Sept., in the N. 365-34

year 1941, by and between Salt Lake County Commissioners, a Utah corporation, Grantor, Party of the First Part, and the United States Government, Grantee, Party of the Second Part:

WITNESSETH:

That for and in consideration of the mutual benefits to be derived therefrom, the Party of the First Part does hereby grant unto the United States Government an easement and right-of-way in gross over the following tracts of land, situate, lying and being in the County of Salt Lake, State of Utah, and more particularly described as follows:

Mining Claims

J. P. E.	Survey	No. 6177
Hot Air Mining	Survey	No. 6177
Florida No. 1	Survey	No. 6177
Florida	Survey	No. 6177
Cedar	Lot	No. 117

Little Cottonwood Mining District, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

The said right-of-way hereby granted is for the construction and full free and quiet use and enjoyment by the United States Government and by the general public as a public highway of a certain road or way, being 100 feet in width, and traversing the above described premises by the following general courses and distances, to-wit:

Beginning at a point on the property line of the J. P. E. Mining Claim Survey No. 6177 which bears South 60°56' West, 1353.8 feet from Corner #1 of the claim, which in turn bears South 13°47' East, 2512.7 feet from Section corner between Section 32 and 33, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

Approved as to
James H. [Signature]
Harold [Signature]
 County Clerk
 X

The center line of the Little Cottonwood Highway traverses lands from this point South $72^{\circ}28'$ East, 340.8 feet; thence South $62^{\circ}19'$ East, 545.0 feet; thence South $42^{\circ}07'$ East 506.0 feet more or less, to the property line, which bears North $60^{\circ}56'$ East 649.0 feet, more or less to Corner No. 4 of the Hot Air Mining Claim, Survey No. 6177, containing 3.20 acres more or less.

Beginning at a point on the property line of the Florida No. 1, Survey No. 6177 Mining Claim, which bears East 160.00 feet from Corner #2, which in turn bears South $2^{\circ}36'$ East 1500.0 feet from Corner #1, which in turn bears South $20^{\circ}54'$ West, 2534.0 feet from Section corner between Sections 32 and 33, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The center line of the Little Cottonwood Highway traverses lands from the point North $18^{\circ}12'$ West 471.0 feet; thence North $00^{\circ}7'$ East, 253.3 feet; thence North $30^{\circ}43'$ West 156.9 feet; thence North $56^{\circ}48'$ West 327.2 feet; more or less, to property line, which bears North $24^{\circ}20'$ East, 18.0 feet, more or less from Corner #6 of Hendrick's Lot No. 169 Mining Claim containing 2.60 acres more or less.

Beginning at Corner #3 Centennial Lot No. 107 Mining Claim, which bears South $67^{\circ}05'$ East 1055.0 feet from Corner #1 of Arco Mining Claim Lot No. 167, from which Corner U.S.M.M. No. 3 bears South $75^{\circ}45'$ East 1230.0 feet. The center line of the Little Cottonwood Highway traverses lands from Corner #3 of Centennial Mining Claim Lot No. 107, South $59^{\circ}58'$ East, 563.6 feet; thence South $32^{\circ}11'$ East, 622.6 feet; thence South $51^{\circ}58'$ East 192.0 feet to Corner #2 of the Florida Survey No. 6177 Mining Claim, containing 3.16 acres more or less.

Beginning at Corner No. 2 of the Florida Survey No. 6177 Mining Claim, which bears South $20^{\circ}36'$ East 1500 feet from Corner #1; which corner bears South $34^{\circ}34'$ East 2637.0 feet from Section Corner between Sections 32 and 33, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The parcel of land necessary for the Little Cottonwood Highway right-of-way traverses lands from Corner #2, South $87^{\circ}24'$ East 33.7 feet; thence North $41^{\circ}56'$ West 103.0 feet; thence South $2^{\circ}20'$ East 61.31 feet, more or less, to point of beginning, containing 0.12 acres more or less.

Beginning at a point on the property line of the Cedar Lot No. 117 Mining Claim, which bears North $17^{\circ}05'$ East 295.0 feet from Corner #2, which in turn bears North $72^{\circ}55'$ East 100 feet from Corner #1, which in turn bears South $63^{\circ}15'$ East 3965.0 feet from U. S. Mineral Monument #3, Township 3 South, Range 3 East, Salt Lake Base and Meridian. The center line of the Little Cottonwood Highway traverses lands South $51^{\circ}58'$ East 107.1 feet more or less to a point on the property line North $17^{\circ}05'$ East 245 feet more or less, from Corner No. 1 of Cedar Mining Claim Lot No. 117 containing 0.24 acres, more or less.

SALT LAKE COUNTY

J. H. Mullins
Notary Public

1)
2)
3)

and came to before me, a Notary Public, this 3rd
day of September, A.D. 1941.

Witness my hand and
seal this 3rd day of September, 1941.

Wm. S. ...
Notary Public, residing in
Salt Lake City, Utah.

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SEP 12 1941

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SALT LAKE COUNTY, UTAH, ON SEPTEMBER 12, 1941, AT 10:26 A.M. BOOK 285 PAGE 380

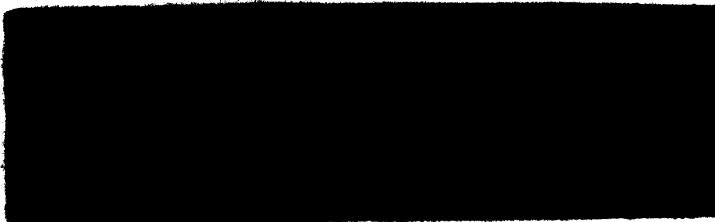
THIS INSTRUMENT WAS MADE AND SIGNED BY ROY CLARK & SON, INC., on the 11th day of September, 1941, between

of Salt Lake City, County of Salt Lake, and State of Utah MORTGAGORS, and PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation chartered under the laws of the United States of America, having its principal office in Salt Lake City, Utah, MORTGAGEE, WITNESSETH:

THAT WHEREAS the Mortgagors are indebted to the Mortgagee in the principal sum of TWO THOUSAND SEVEN HUNDRED & NO/100-----Dollars (\$2,700.00...), as evidenced by a Promissory Note, bearing even date herewith for the payment of said principal sum in lawful money of the United States of America with interest thereon at the times and in the amounts as set forth in said Note, at the office of the Prudential Federal Savings and Loan Association in Salt Lake City, Utah, full and final payment of which said note is due APRIL 19, 1953, and which note is subject to the Charter and By-Laws of said association and amendments thereto.

Now, THEREFORE, to secure prompt payment of said Note, the Mortgagors, for valuable consideration, receipt of which is hereby acknowledged, do hereby mortgage and warrant the following described land, situated in Salt Lake City, County of Salt Lake, State of Utah:

All of Lot 37, Highland Acres, a subdivision of part of Southeast Quarter of Section 21, and Northeast Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian,



together with all water rights, rights-of-way, easements, rents, tenements, hereditaments, privileges and appurtenances thereunto belonging, however evidenced, used or enjoyed with said lands or belonging to same, together with all rights hereafter acquired in any of the above described property, hereby also releasing, waiving and relinquishing all exemptions, rights of courtesy, dower and homestead, in and to said premises vested or inchoate.

Together also with the heating, air-conditioning, plumbing and lighting facilities, equipment and fixtures now belonging to the Mortgagors or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit—all said property being designated and deemed for the purpose of this instrument a part of the realty.

The Mortgagors covenant and agree with the Mortgagee as follows:

That said Mortgagors are lawfully seized of said premises in fee simple, and have good and lawful right to mortgage the same, and will/warrant and defend the same against all lawful claims and demands whatsoever; that this mortgage is a first lien on said property; that said Mortgagors will promptly pay said note and the interest thereon, and all taxes, assessments, or other governmental liens and charges upon said premises and upon this Mortgage, and will deliver to the Mortgagee receipts of the proper officers for the payment thereof; that said Mortgagors will keep the buildings on said land in good repair, and will not damage the property hereby mortgaged, or suffer the same to be damaged or destroyed, and shall not do nor permit to be done anything that may in any way weaken or impair the security thereof; and the Mortgagors hereby agree that the Mortgagee's agents may enter the mortgaged premises at any reasonable time to examine the condition thereof; and the Mortgagors will keep the buildings insured against loss by fire, and such other casualties, in such forms of insurance, and in such amounts, and in such companies as may be required by and as may be satisfactory to the Mortgagee; for the benefit of the Mortgagee, and will pay the premiums therefor, and will deliver the policies of insurance to the Mortgagee, it being understood, however, that the Mortgagee shall in no event be responsible for the sufficiency in form or in substance of any policy of insurance, or for the solvency or sufficiency of any insurance company in respect to the insurance herein provided for. The Mortgagee is hereby authorized to settle all insurance claims and all moneys collected by the Mortgagee on any insurance policy may at its option be devoted to the repair or reproduction of the subject of the insurance, or applied and credited to the indebtedness secured hereby. Installments then remaining unpaid upon the promissory note shall thereafter fall due, one each month, commencing with the month next succeeding the month of application of the money paid by any insurance company.

In addition to the monthly payments as provided in said Note, the Mortgagors agree to pay to the Mortgagee upon the same day each month, budget payments estimated to equal one-twelfth of the annual taxes and insurance premiums, said budget payments to be adjusted from time to time as required, and said budget payments are hereby pledged to the Mortgagee as collateral security for the full performance of this mortgage and the note secured hereby. The budget payments so accumulated may be withdrawn for the payment of taxes or insurance premiums due on the mortgaged premises, provided, the Mortgagee may at any time, without notice, apply said budget payments to the payment of any sums then due or delinquent under the terms of this mortgage and/or the note secured hereby.

Should the Mortgagors fail to keep any of the foregoing covenants, then the Mortgagee may carry out the same, and all sums so advanced therefor shall be secured hereby, be immediately due and payable and shall draw interest at the maximum contract rate allowed by law until paid.

If payment of said indebtedness is extended, such extension of said indebtedness shall be secured hereby and be subject to all conditions in this Mortgage.

If default be made in any agreement herein contained, or in the payment of any money hereby secured, the Mortgagee may declare the entire indebtedness due and foreclose this Mortgage, and may enter upon the property, collect all rents, income and profit thereof, the same being pledged as additional security for said indebtedness and to enforce these provisions, the Mortgagee shall be entitled to the appointment of a receiver of the mortgaged premises. A failure of the Mortgagee to enforce a default and forfeiture upon breach by the Mortgagors of the terms hereof, shall not waive its right to enforce a default and forfeiture upon any subsequent breach.

In any suit to foreclose this mortgage or in any suit which the Mortgagee finds it expedient to defend or prosecute to protect the lien hereof, the Mortgagors agree to pay all Court costs and a reasonable attorney's fee and in addition all sums which the Mortgagee may necessarily expend in satisfying and releasing any and all liens attaching to said premises which may be by it deemed superior to the lien of this Mortgage, which sums shall be secured hereby, be immediately due and payable and draw interest at the maximum contract rate allowed by law from the date of expenditure until paid.

IN WITNESS WHEREOF, This Mortgage has been executed the day and year first above written.

Roy Glazier
Mae B. Glazier

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On this 10th day of September, A. D. 1941, before me, the undersigned, a Notary Public for the State of Utah, personally appeared Roy Glazier and Mae B. Glazier, his wife,

personally known to me to be the persons described in, and whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this Certificate first above written.



Ann M. Cannon
Notary Public for the State of Utah
Residing at Salt Lake City, Utah
My Commission Expires Sept 22, 1945

PRUDENTIAL FEDERAL
SAVINGS AND LOAN
ASSOCIATION

To

FIRST MORTGAGE

Abstract _____
Loan No. _____
Notes _____
Indexed _____
Filed _____