

119. before the same become delinquent, and in case they fail to make said payments, said second party herein is hereby authorized to make payment of the same, and the amount so paid by second party for said taxes, to be included in the amount due under said mortgage, together with interest thereon at the rate of One (1) per cent per month, and to become a lien upon property described in said mortgage.

In Witness Whereof said parties have hereunto set their hands and seals the day and year first above written.

In presence of
S. S. Ives,

Elizabeth S. Cook
Frank A. Cook
A. H. Raleigh.

State of Utah
County of Weber, ss.

On the 23^d day of June A. D. 1896, personally appeared before me Elizabeth S. Cook and Frank A. Cook (her husband) and A. H. Raleigh, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notarial
Seal.

S. S. Ives
Notary Public.

My Commission Expires Mar 25 1900.

Filed for record and recorded June 25, 1896, at 12⁵⁰ P. M.

J. W. Tyler
County Recorder

Agreement

This Agreement made and entered into this the 26th day of June, 1896, between William B. Wilson and Mary Wilson, his wife of Ogden City, County of Weber State of Utah, parties of the first part, and The Pioneer Electric Power Company, party of the second part. Witnesses: That for and in consideration of the sum of Five Hundred (\$500) Dollars, in hand paid to the parties of the first part by the party of the second part, the parties of the first part hereby grant and convey to the said party of the second part, a right of way of sufficient width to construct, lay, maintain and operate a pipe line six (6) feet in diameter, from and across the following described property in Weber County, Utah, to-wit: The South East quarter of the South West Quarter the West half of the South East Quarter, and the North East quarter of the South East Quarter of Section Eighteen (18) Township Six (6) North of Range One (1) East also the North West quarter of the South West quarter of Section twenty four (24) in Township Six (6) North of Range One (1) West of Salt Lake meridian, said pipe line being North of Ogden River. It is agreed and understood that all the work in laying, maintaining and constructing said pipe line

shall be done in a careful and prudent manner, and it is further agreed and understood that in case said pipe line shall be in disuse for a period of Four (4) years, then all rights granted by this agreement shall revert back to the said parties of the first part. their heirs and assigns. It is further agreed and understood that said party of the second part shall have the right in constructing and laying said pipe line to wash and borrow dirt and rocks on said above described land, provided that said washing and borrowing is done in a careful and prudent manner, provided further that said washing and borrowing of material shall be limited to the period during construction of said pipe line. It is further agreed and understood that in case any third party or parties should assert and maintain a prior right in and to the above described land intended to be conveyed for a right of way to the said party of the second part, and the said party of the second part should be enjoined for trespass, the said Wm. B. Wilson agrees to help defend in such suit but will not hold himself liable for any judgment or damages or costs, but in case any third party or parties should have a superior right to the right of way intended to be conveyed by this instrument and the party of the second part should be compelled to purchase a portion of said right of way from some third party or parties, then the said Wm. B. Wilson will pay back to said second party such sum of money as the part taken bears to the whole right of way intended to be granted by this instrument, that is to say, if the whole length of the right of way intended to be granted by this instrument is Five Hundred (500) feet, and the said party is compelled to pay some third party or parties for Two Hundred Fifty (250) feet, then the said Wm. B. Wilson will return to said second party the sum of Two hundred fifty (\$250) Dollars, or such sum of money as the ratio may be. It is further understood that the parties of the first part grant no water right which said parties of the first part may have in and to the waters of Ogden River.

In Witness whereof, said parties of the first part have hereunto set their hands and seals in duplicate, this 26th day of June A. D. 1896.

Signed in the presence of } William B. Wilson
 H. H. Henderson } Mary Wilson

State of Wash. }
 County of Weter. }

On this 26th day of June, 1896, personally appeared before me William B. Wilson and Mary Wilson his wife, personally known to me to be the persons who signed the foregoing instrument, and duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

Notarial Seal.

A. B. Patton
 Notary Public
 My Commission expires Aug 17, 1896