

IN THE DISTRICT COURT OF WEBER COUNTY, STATE OF UTAH.

Frank J. Hagenbarth,)
)
 Plaintiff)
)
 Vs.)
)
 James H. Jones,)
 Sophia J: Jones)
 and Charles F. Jones,)
 Defendants.)

NOTICE OF PENDENCY OF ACTION.

Notice is hereby given that a suit has been commenced in said court by the above named plaintiff against the above named defendants, which suit is now pending; that the object of said suit is to foreclose and determine the lien of a certain mortgage of date the twenty eighth day of January A. D. 1901, executed by said defendants James H. Jones and Sophia J. Jones to said plaintiff and recorded in the recorders office of said Weber County in Book "2 E" of Mortgages at page 383 on the 18th day of February 1901, and to foreclose the equity of redemption of said defendants in and to the premises described in said mortgage. Said premises are described as follows viz;

"The east one half of the North West Quarter of Section Thirty Six (36) in Township Six (6) North, Range Three West of Salt Lake Meridian U. S. Survey, containing eighty (80) acres More or Less.

E. T. Hulaniski,
 Attorney for Plaintiff
 p o Address First National Bank Building
 Corner Twenty Fourth Street and Washington
 Avenue, Ogden Utah.

Filed for record and recorded January 16th A. D. 1909, at 4:30 o'clock P. M.

J. B. Wallace,
County Recorder.

AGREEMENT.

This agreement made and entered into by and between Amos B. Corey and Eva F. Corey, his wife, of Ogden City, Utah, parties of the first part and the Masonic Temple Association, a Corporation, of Ogden City, Utah, party of the second part, hereby make the following agreement, that party wall shall be erected which shall be built of concrete and brick. The center of said party wall shall commence at a point 38½ feet south of the northwest corner of Lot 3, Block 17, Plat A, Ogden City Survey, Weber County, Utah; commencing at the east street line of Washington Ave. and running thence due east 100 feet,

The foundation of said party wall shall be built of concrete and shall be 30 inches in width. The party wall shall be 12 inches in width and two stories in height.

It is understood and agreed that parties of the first part and party of the second part shall each give one-half the land and each of said parties shall pay one-half of the erection of the said party foundation and wall, as may be determined by Geo. A. Graves, Architect; and that each party thereof shall have the right to the use of said wall for their respective buildings, provided, however, that such use shall not in any way impair the stability of said wall and shall be only such use as properly comes in the purview of the party wall and its proper use.

WITNESS, Our hands and seals this the 4th day of December, A.D. 1908.

Amos B. Corey
 Eva F. Corey

.....
Masonic Temple Association :
of Ogden, Utah. Incorpor- :
ated Mar. 20, 1905. :
.....

Masonic Temple Ass'n

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By John S. Lewis, Vice Pres.

A.V. McIntosh, Secy.

John E. Dooly and May V. Dooly, his wife, for and in consideration of one dollar to them in hand paid, the receipt of which is hereby acknowledged, approve of and consent to the above agreement without assuming any liability for the acts or omissions of the other parties.

Witness our hands this tenth day of December 1908.

Witness

John E. Dooly

F. Phillips.

May V. Dooly

Filed for record and recorded January 20th A. D. 1909, at 12:35 o'clock P.M.

coa

J. B. Wallace.
County Recorder.

L E A S E.

(Made in Triplicate)

THIS INDENTURE, made this 17th day of February, 1908, between the HOT SPRINGS METALS & MINERALS COMPANY, a corporation, of Ogden, Utah, Lessor, and O. A. Kennedy, of Ogden, Weber County, and ALBERT SWINGWOOD, of Hot Springs, Box Elder County, in the State of Utah, Lessees, WITNESSETH:

That said Lessor, for and in consideration of the royalties, covenants and agreements hereinafter reserved, and by the said Lessees to be paid, kept and performed, hath granted, demised and let, unto the said Lessee, all of its property consisting of mineral rights and privileges, metals, ores, limestone and other minerals, lying within and upon Thirteen (13) and the North-east quarter of the Northeast quarter of Section the South half of Section Twenty-four (24), and the certain rights on Section Twenty-four (24) on the Chamberlin estate; all in Township Seven (7) North, Range Two (2) West, Salt Lake Meridian, Utah.

TO HAVE AND TO HOLD, unto the said Lessees, for the term of Thirty-five years from the 4th day of May, 1908, unless sooner forfeited through the violation of any covenant hereinafter against the said Lessees reserved.

AND FURTHER WITNESSETH: That, whereas, a certain resolution was duly passed and adopted by the Board of Directors of the Hot Springs Metals & Minerals Company, at a special meeting of said board held on the 14th day of February, 1908, which resolution is in the words and figures following, to-wit:

"RESOLVED, That this Corporation, the Hot Springs Metals & Minerals Company, lease to O. A. Kennedy and Albert Swingewood, for a term of Thirty-five years from and after the 7th day of May, 1908, all of its property, consisting of mineral rights and privileges; to quarry and develop all limestones, metals or other minerals now known or that may be hereafter discovered on said property; to carry on a general business along lines consistent with the laws of this Corporation, and especially to develop the limestone quarry, and to further the sale of limestone; to market limestone products, and to develop the copper and other mineral deposits.

The Lessees shall have full power to contract with any smelting company, firm or others for the sale of such limestone, metals, ores and minerals.

It is especially provided that the limestone quarry shall be opened up from the