

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT, IN AND
FOR THE COUNTY OF WEBER, UTAH.

MATHEWS-MCCULLOCH COMPANY,
A Corporation,
Plaintiff

-vs-

ANTHONY ROSENTHYNE and LOVINA
W. ROSENTHYNE,
Defendants.

NOTICE OF LIS PENDENS.

Notice is hereby given that a suit has been commenced in the above entitled court by the above named Plaintiff against the above named Defendants, which suit is now pending; that the object of said suit is to recover the sum of \$2500.00 with interest thereon at the rate of eight per cent per annum from the 9th day of April, 1916, together with \$250.00 Attorney Fees, and for costs of suit by foreclosing a certain real estate Mortgage executed by said Defendants to L. D. Ensign, which for a valuable consideration was sold, assigned and delivered to this plaintiff who is now the legal holder and owner thereof; that said Mortgage is past due and unpaid.

That the real estate covered by said Mortgage and which is affected by this suit is situated in Weber County, Utah, and described as follows:

" A part of the Northwest Quarter of Section 20, Township 6, North of Range 1 West of Salt Lake Meridian, U.S.Survey: Beginning at a point 331 feet South and 122.1 feet West from the center of said Quarter Section, and running thence South 246.1 feet, thence East 48 feet to the center of slough, thence South 6°30' West 260 feet, thence South 60°30' West 219 feet, thence South 8° East 175 feet, thence South 89°20' West 108 feet, thence North 784.5 feet to a point 257.4 feet West of the place of beginning and on the South line of Street, thence East 257.4 feet to the place of beginning." All situated in the City of Ogden, Weber County, Utah.

Dated this 28th day of July, 1916.

Joseph Chez

David L. Stine

Attorneys for Plaintiff.

Filed for record and recorded July 28th. A.D. 1916, at 4:40 o'clock P.M.

Angus E. Berlin, County Recorder

By A. B. Petterson, Deputy

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A G R E E M E N T .

This agreement, made and entered into this 1st. day of July, 1915, by and between A. W. Meek, of the City of Ogden, County of Weber, and State of Utah, party of the first part, and Eva F. Corey, of the same place, party of the second part, WITNESSETH:

That Whereas, the said party of the first part is the owner of Lots Thirteen and Fourteen of H. D. Wise Subdivision of Lot Two, Block Seventeen, Plat "A", Ogden City Survey, Weber County, Utah, and the said party of the second part is the owner of a part of Lot Three in Block Seventeen, Plat "A", Ogden City Survey, and adjoining on the North side of the said lands and premises of the said party of the first part.

And Whereas, pursuant to an agreement heretofore made and entered into between the parties hereto, in the year 1910, the said party of the second part caused to be built and constructed a certain brick wall partially on the lands of the said party of the

first part above described and which said brick wall extended south six inches over on to the said lands of the said party of the first part, and at the same time extending easterly for a distance of twenty-one feet and three inches, and thence leaving an open space of twenty-one feet, ten and one half inches upon which an old wall of the said party of the second part still stands but does not project over said boundary line on to the said premises of the said party of the first part, thence from the east end of said gap and old wall, the said new wall is further constructed easterly and again six inches over the said boundary line on to the said premises of the said party of the first part for the distance of sixty-seven feet ten and onehalf inches to a certain alley.

It is Therefore hereby understood and agreed that the building of said wall is in no wise to change the boundary line between the parties hereto, but that said wall is so built and situated for the mutual convenience and use of each of the parties hereto and the said party of the first part is still the owner of the same lands that he was when said wall was so built and has the right to use said wall at any time he may so desire; and the said party of the second part also has the right to use said wall as the same is now used subject to the said right of the said party of the first part.

And it is further agreed that in case said wall so built by the said party of the second part six inches over upon the lands of the said party of the first part, or any part of said wall should be destroyed, the same is to be rebuilt in the same place and the expense of rebuilding the same to be apportioned and borne one third by the party of the first part and two thirds by the said party of the second part.

And it is further agreed and understood that the said party of the first part also has the right at any time to build his wall along said gap of twenty-one feet, ten and one half inches where no new wall has yet been built and where said old wall stands as aforesaid, whenever he may so desire and that said wall may be jointly used by the parties hereto.

And it is further agreed and understood that this agreement shall be binding upon the heirs, executors, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF, both parties have hereunto set their hands this 1st day of July, A. D. 1916.

Signed and Delivered in the
Presence of

J. B. Reynolds.
Hannah Johnson.

A. W. Meek.

Eva F. Corey.

FILED for record and recorded July 29, A. D. 1916 at 8:40 o'clock A. M.

Angus E. Berlin, County Recorder,

By A. B. Petterson, Deputy.

B.B.