

O P T I O N

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned hereby give J. D. Campbell the option to buy the property known as No. 1847 South 15th East Street, Salt Lake City, Utah, particularly described as follows:

Said J. D. Campbell shall have the right to close this option at any time on or before May 20, 1929, the undersigned agree to execute to him or any person named by him, a good Warranty Deed to said real estate upon payment of first installment of the purchase price, and to furnish therefor, an abstract of title showing good and marketable title in the undersigned.

The purchase price to be the sum of Seventy-two Hundred Fifty Dollars (\$7250.00), payable, Fifteen Hundred Dollars (\$1500.00) cash with interest on deferred payments at the rate of seven per cent per annum, the balance to be payable in the following manner, to-wit: Fifty Dollars (\$50.00) per month to be applied on both interest and principal until fully paid and with the privilege of paying any or all of the balance of the purchase price at any time; such deferred payments to be represented by a note signed by said J. D. Campbell and wife and secured by a mortgage on the property. Or in the event said J. D. Campbell pays the sum of Twenty-five Hundred Dollars (\$2500.00) cash, the deferred payments will then draw interest at the rate of six and one-half per cent per annum, the balance to be paid in the following manner, to-wit: Forty-five Dollars (\$45.00) per month to be applied on both interest and principal until fully paid and with the privilege of paying any or all of the balance of the purchase price at any time; such deferred payments to be represented by a note signed by said J. D. Campbell and wife and secured by a mortgage on the property.

Electric range, all curtains and draperies, window shades and awnings, and living room and bedroom rugs to be included, provided this option is exercised.

We further agree neither to sell nor encumber said real estate during said term.

WITNESS our hands this 10th day of May, A.D. 1929.

Signed in the presence of:

Melrose Miller

Marion J. Miller

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On this 10th day of May, 1929, personally appeared before me J. Melrose Miller and Marion J. Miller, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My commission expires:

Apr. 11th 1932.

Melrose Miller
Notary Public in and for the
County and State aforesaid.

BALL, MUSSER & MITCHELL
ATTORNEYS AT LAW
604-608 NEWHOUSE BUILDING
SALT LAKE CITY

JAMES H. BALL
BURTON W. MUSSER
THOMAS L. MITCHELL

OPINION ON TITLE
TO
PROPERTY LOCATED IN
SALT LAKE CITY, UTAH.

All of Lot 26 and the South 12 feet of Lot 27,
Block 1, College View Subdivision, being a sub-
division of Lot 1, Block 12, and part of Lot 10,
Block 11, Section 16, Township 1 South, Range 1
East, Salt Lake Meridian.

May 16, 1929.

Mr. J. D. Campbell,
c/o Utah Oil Refining Co.,
Newhouse Building,
City.

Dear Sir:

At your request we have examined abstract of title to
the above described property, certified as follows:

| <u>No.</u> | <u>Entries</u> | <u>Date</u> | <u>Abstracter</u> |
|------------|----------------|---------------------------|--|
| 1738 | 1-27 | April 16, 1924, 8:55 A.M. | C. A. Lambourne. |
| 51966 | None | Aug. 5, 1924, 1:00 P.M. | Utah Savings & Trust Abstract Co. |
| 51966 | One | Aug. 16, 1924, 10:22 A.M. | " " " " |
| 52915 | None | Feb. 9, 1925, 10:00 A.M. | " " " " |
| 3571 | 29-32 | May 14, 1929, 8:55 A.M. | Intermountain Title Guaranty Company. |

The abstract shows fee simple title at the date of the
last certificate vested in JOHN MELROSE MILLER, Jr., and MARION
JONES MILLER, as joint tenants, subject to the following:

1. 1929 General taxes upon this real property.
2. Rights of parties in possession.
3. Possible liens for labor or material furnished so
recently that the time for filing notice of lien has not expired.

Entry 14: In deed from J. L. Rawlins and his wife, Julia
E. Rawlins, to Joseph Nelson, the expiration of the Notary Public
who took the acknowledgment of Julia E. Rawlins is not given.

Respectfully submitted,

W1

Ball, Musser & Mitchell

State of Utah, }
County of Salt Lake, } ss.

On the 3rd day of May A. D. 1929

personally appeared before me John Melrose Miller, Jr. and Marion Jones Miller, his wife,

the signers of the above instrument, who duly acknowledged to me that they executed the same.

William J. Darrington
Notary Public.
Residing at Salt Lake City, Utah.

My commission expires Apr. 1st 1932.

632258

No. _____

Warranty Deed

John Melrose Miller, Jr. et ux.

TO

Dated 19

W. J. Campbell
Recorded on the request of
MAY 17 1929
A. D. 19

at 4:50 P.M. in #42
of Deeds, page 628-629

Recorder _____ County.

W. J. Campbell Deputy

90⁹ Mark

701 Newhouse Bldg

City

G. H. BACKMAN & SONS
ATTORNEYS AND ABSTRACTERS
14 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH
TELEPHONE WAS. 4216

5-24-29 LM

K. S. H. W.

219
227
34

READERS MEMORANDA
PLATED 5/12 59/2
INDEXED

227

Warranty Deed

John Melrose Miller, Jr. and Marion Jones Miller, his wife,
grantors, of Salt Lake City & County, State of Utah hereby convey

and warrant to *John D. Campbell & Helen J. Campbell*
as joint tenants & not as tenants in common

grantee, of the same place for the sum of

Ten and no/100 (\$10.00) - - - - - DOLLARS,
and other good and valuable consideration.

the following described tract of land in Salt Lake County, State of Utah. ✓

All of Lot 26 and the South 12 feet of
Lot 27, Block 1, College View Subdivision,
being a subdivision of Lot 1, Block 12,
and part of Lot 10, Block 11, Section 16,
Township 1 South, Range 1 East, Salt Lake
Meridian.

Taxes for the year 1929 to be pro-rated
as of date hereof.

12500

| | | | |
|----------------------|------------------------------------|-------------|-----------------------------|
| Salt Lake City, Utah | | MAY 17 1929 | 192 |
| Received of | <i>J. D. Campbell</i> | | \$ 90 ⁹ |
| | <i>Amey Co</i> | | Dollars, |
| | <i>W. D. Miller & Campbell</i> | | |
| | AURORA H. HIATT | | |
| | Recorder Salt Lake County, Utah | | |
| Entry No. | <i>632258</i> | By | <i>R. H. Collett</i> Deputy |

Witness the hands of said grantors this *13th* day of
May A. D. 1929.

Signed in the presence of
W. D. Miller
John Melrose Miller Jr.
Marion Jones Miller

35
RELEASE OF MORTGAGE

THIS CERTIFIES that that certain mortgage given by JOHN D. CAMPBELL and HELAN G. CAMPBELL, his wife, to JOHN MELROSE MILLER, JR. and MARION JONES MILLER, his wife, dated May 17, 1929, and recorded in Book 52 of mortgages, page 259, records of Salt Lake County, State of Utah, together with the note and debt thereby secured is fully paid, satisfied and discharged.

Dated this 8th day of March, A. D. 1934.

John Melrose Miller
Marion Jones Miller

Signed in the presence of:

Milton J. Backman

STATE OF UTAH,) :SS-
County of Salt Lake,)

On this 8th day of March, A. D. 1934, personally appeared before me John Melrose Miller, Jr. and Marion Jones Miller, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Milton J. Backman
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My commission expires:

Apr. 11th 1936

727823

Rel. of Judge

John D. Campbell

MAR 12 12 11 PM '34

#127 M 120

29 Schmitt

700

1647 20 15th East

RECORDERS MEMORANDA

PLATTED

INDEXED

ABSTRACT

RECORDED 3/27/34 BS

PROOF READ

PAGED

NOTES MADE

REMARKS

INDEXED 27
ABSTRACT 27
RECORDED 27
PROOF READ 27
PAGED 27
NOTES MADE 27
REMARKS 27

G. H. BACKMAN & SONS
14 E. SOUTH TEMPLE STREET

\$ 4750.00

Salt Lake City, Utah May 17th, 1929

FOR VALUE RECEIVED We, or either of us,

promise to pay to the order of John Melrose Miller, Jr. or Marion Jones Miller, his wife
Forty seven Hundred Fifty and no/100 (\$4750.00) - - - - - DOLLARS,

negotiable and payable at _____, Salt Lake City, Utah, without defalcation or
discount, with interest on deferred payments at the rate of 6 1/2 per cent per annum from date until paid,
payable in the following manner, to-wit: Forty-five (\$45.00) Dollars or more on or be-
fore the 1 day of _____, 1929, and Forty-five (\$45.00) Dollars or more
on or before the _____ day of _____ of each and every month thereafter until the
whole of said principal sum, together with interest on deferred payments
is paid. Monthly payments to be applied first to the payment of interest,
and balance on principal.

If any installment on this note is not paid as herein stipulated, the legal holder of this note may declare the
same due and payable, and if suit be brought to collect this note we agree to pay
a reasonable attorney's fee.

John D. Campbell
Mrs. Helen K. Campbell

NOTARY PUBLIC
Resident of Salt Lake City, Utah

commission expires