

1986

Cleo B. Mason v. Western Mortgage Loan Corporation : Brief of Respondent

Utah Supreme Court

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Jackson Howard, Leslie W Slaugh, Danielle Eyer Davis; Howard, Lewis and Petersen; Attorney for Respondent.

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Recommended Citation

Brief of Respondent, *Mason v. Western Mortgage Loan Corporation*, No. 880070.00 (Utah Supreme Court, 1986).
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DOCKET NO. **880070-CA**

IN THE SUPREME COURT OF THE STATE OF UTAH

CLEO B. MASON,
Plaintiff-Respondent,
vs.
WESTERN MORTGAGE LOAN
CORPORATION,
Defendant-Appellant.

:
:
:
:
:

88-0070-CA

Case No. 860130

Category 13(b)

RESPONDENT'S BRIEF

Appeal from a Judgment of the Fourth District Court
of Utah County, Judge George E. Ballif

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FILED

DEC 3 1986

IN THE SUPREME COURT OF THE STATE OF UTAH

CLEO B. MASON, :
Plaintiff-Respondent, :
vs. : Case No. 860130
WESTERN MORTGAGE LOAN : Category 13(b)
CORPORATION, :
Defendant-Appellant. :

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IN THE SUPREME COURT OF THE STATE OF UTAH

CLEO B. MASON,	:	
Plaintiff-Respondent,	:	
vs.	:	Case No. 860130
WESTERN MORTGAGE LOAN CORPORATION,	:	Category 13(b)
Defendant-Appellant.	:	

RESPONDENT'S BRIEF

ISSUES PRESENTED FOR REVIEW

1. Is plaintiff entitled to prejudgment interest from the date of the wrong where the damages were fixed and ascertainable as of that date?
2. Is plaintiff entitled to interest at the judgment rate from the date of the prior judgment which was reversed on appeal?

STATEMENT OF THE CASE

A. Nature of the Case.

This is a breach of contract action to recover damages for unauthorized disbursement of construction loan funds. The only issue presented is the allowance of interest.

B. Summary of Proceedings and Disposition in Trial Court.

On August 14, 1978, Cleo Mason (plaintiff-respondent) brought an action against Western Mortgage Loan Corporation

(defendant-appellant) for the unauthorized disbursement of construction loan funds. (R. 1-2.) Mason sought damages in the exact amount of \$15,380.00, for two wrongful disbursements. (R. 1-2.) The trial was held in January, 1982, and the court ruled in favor of Western on July 26, 1982. (R. 71-72.) After several post-judgment motions, Mason appealed in January, 1983. (R. 113.) On August 30, 1985, this Court reversed and remanded with an order to rule in favor of Mason. (Mason v. Western Mortgage Loan Corp., 705 P.2d 1179 (Utah 1985); R. 129-132.) On January 3, 1986, the trial court ruled in favor of Mason allowing the principal amount of \$15,380.00, the exact amount sought in the original Complaint in August, 1978. (R. 155-156.) Subsequently, the trial court granted judgment which included interest in the amount of \$6,789.86 (R. 184-185.), computed at 12% from October 14, 1982, the date of the trial court's Findings of Fact and Conclusions of Law. (R. 82-83; 158-59.) Western appealed the entire remand proceeding. (R. 192.) Both parties filed motions and memoranda with this Court for summary disposition. This Court affirmed the award of damages to Mason, but reserved opinion on the issue of interest.

C. Statement of Facts.

In January of 1977, Mason arranged for a construction loan with Western for the purpose of building two homes in Santaquin, Utah. (R. 1, 3-5; Ex. 1, 4.) The loan was made directly to Mason, the property owner, and the lender, Western, was required to obtain the signed approval of Mason before disbursing any of

the loan account funds to the contractor. At trial Western admitted the conditions of the agreement regarding disbursements. (R. 218, 272-273, 283.)

Mason brought action against Western because several draw sheets were submitted and monies disbursed by Western to the builder without approval of Mason and the payments exceeded the limitations set forth in the itemized schedule of costs. (R. 235-236, 295, 286-288.)

At trial, Mason produced records proving Western's wrongful disbursement of monies. (Ex. 6, 7, attached hereto as Add. 3 and 2.) Mason's Exhibit 6 pertained to the east Santaquin home and Mason's Exhibit 7 pertained to the west Santaquin home. Exhibits 6 and 7 are tabulated forms that list all of the expenditures from the bank and authorizations. These exhibits showed that \$14,401.34 was wrongfully disbursed for the east home and \$14,336.00 was wrongfully disbursed for the west home. (R. 235-236; Ex. 6 and 7.) Together, the wrongfully disbursed money totalled \$28,737.62, the amount this Court identified upon remand when it stated: "Mason established that Western had breached its contract with her by disbursing nearly \$29,000.00 in violation of the loan agreements. . . ." (705 P.2d at 1180; R. 129-132.)

Mason was able to trace the disbursements to show that \$6,716.34 on the east house was believed to have been paid to subcontractors for her construction, but \$7,685.00 was untraceable after it was paid to the builder. (R. 148; Ex. 6.)

Tracing of disbursements on the west house showed that \$6,641.28 was believed to have been paid to subcontractors after the disbursements were paid to the builder, while \$6,695.00 was untraceable. (R. 148; Ex. 7.)

Mason's testimony is a concession that the proven damages of \$28,737.62 could be reduced by \$13,357.62, leaving \$15,380.00 in untraceable disbursements wrongfully paid to the builder by Western. (R. 148, 373; Ex. 6 and 7.) The \$15,380.00 is the exact amount originally sought in Mason's Complaint and has been calculable from the beginning. (R. 1-2.)

SUMMARY OF THE ARGUMENT

The damages ultimately awarded in this case were fixed and ascertainable with mathematical accuracy as of the date of the wrong. Plaintiff is accordingly entitled to prejudgment interest from the date of the wrong.

Plaintiff is also entitled to interest at the judgment rate, 12%, from the date of the Findings of Fact and Conclusions of Law which were the basis for the first judgment which was reversed on appeal. Plaintiff should not be penalized for defendant having originally persuaded the trial court to make an erroneous ruling in defendant's favor.

This Court should further direct that the interest portion of the judgment is itself subject to interest at the judgment rate until paid.

ARGUMENT

POINT I

MASON IS ENTITLED TO PREJUDGMENT INTEREST FROM THE
DATE OF WESTERN'S WRONGFUL ACTS.

Western asserts that the trial court erred in awarding interest of \$6,789.86, computed at the judgment rate from the date of the first judgment. Point II of this brief establishes the correctness of that ruling. This Court should not reach that issue, however, because Mason was and is entitled to prejudgment interest from the date of the wrong, which interest is in the amount of \$10,904.21.

Contrary to Western's assertions, Utah law is clear on the issue of the amount of interest to be awarded in this and other cases in contract law. It is well settled Utah law that prejudgment interest should be awarded in a case where the loss is fixed as of a particular time and the loss can be calculated with mathematical accuracy.

Utah was one of the first states to recognize the logic and justice of prejudgment interest.

[T]he courts in Texas and Utah, as far back as the early 1900's, recognized that prejudgment interest was ordinarily a proper element of damages in an action upon contract, and that such interest should therefore be allowable in that type of case as a matter of right

Annot., 60 A.L.R.3d 487, 497 (1974). The rule was recently reaffirmed by this Court as follows:

As to the allowance of interest before judgment, this Court has heretofore spoken and the law in Utah is clear, viz: where the damage is complete and the amount of loss is fixed as of a particular time, and that loss can be measured by facts and figures, interest should be allowed from that time and not from the date of judgment.

Bjork v. April Industries, Inc., 560 P.2d 315, 317 (Utah 1977).

This case is a simple breach of contract action. The measure of damages is and was the amount wrongfully disbursed by Western in breach of contract offset by any concessions made by Mason as to funds that were actually utilized in her construction. The breach of contract damages are calculable, measured by facts and figures as set forth in Exhibits 6 and 7, and are in no way speculative. The loss was fixed as of a particular time and is easily calculated with mathematical accuracy.

As evidenced by Exhibit 6, unauthorized disbursements related to the east Santaquin home occurred on March 1, 10, 17, 22, 1977 and May 3 and 19, 1977. Exhibit 7's attachments show that unauthorized disbursements occurred on March 1, 10, 17, 22, 1977 and April 3, 1977.

It is clear that wrongful disbursements began in March of 1977, and ended in May of 1977; therefore it is equally clear that the loss to Mason can be fixed as of June 1, 1977, in the amount of \$15,380.00 (\$28,737.62 reduced by the concession by Mason of funds actually used to her benefit, \$13,357.62.)

Utah Code Annotated section 15-1-1 (as amended 1985) allows for prejudgment interest to be calculated at 10% per annum from May 14, 1981. Prior to May 14, 1981, such interest accrued at 6%

per annum. Mason is thus entitled to interest on \$15,380.00 at 6% per annum from June 1, 1981, to May 14, 1981, and at 10% per annum from May 14, 1981, to January 31, 1986, the date of the judgment now appealed from. The total prejudgment interest, as shown in the following table, is \$10,904.21.

<u>Principal</u>	<u>Period</u>	<u>Rate</u>	<u>Amount</u>
\$15,380.00	June 1, 1977 to May 14, 1981	6%	\$ 3,648.22
\$15,380.00	May 14, 1981 to January 31, 1986	10%	\$ <u>7,255.99</u>
			\$10,904.21

This Court need not even reach the question of the appropriateness of allowing judgment interest from the date of the original judgment after a reversal and remand. This case is clearly a contract case wherein damages are calculable from the time of the wrong and Mason is thus entitled to prejudgment interest as a matter of right.

In Anderson v. State Farm Fire and Casualty, 583 P.2d 101 (Utah 1978), an insured brought an action against his insurer to recover for the loss of personal property. Judgment was entered for the defendant insurer, State Farm. The insured appealed. This Court reversed and remanded, and held that the plaintiff insured was entitled to interest dating back to the loss:

Prejudgment interest should be awarded in a case, such as this, where the loss is fixed as of a particular time and the amount of the loss can be calculated with mathematical accuracy

Anderson, 583 P.2d at 104 (citing Fell v. Union Pacific Railroad Co., 32 Utah 101, 88 P. 1003 (1907); Uinta Pipeline Corp. v. White Superior Co., 546 P.2d 885 (Utah 1976); Jack B. Parson Construction Co. v. State of Utah, 552 P.2d 107 (Utah 1976); Bjork v. April Industries, Inc., 560 P.2d 315 (Utah 1977)).

Western's only argument against the allowance of prejudgment interest is its assertion that a requisite element is "the opposing party's delay in tendering the amount owing under an obligation." Mason admits that such language is found in dictum, in L & A Drywall, Inc. v. Whitmore Construction Co., 608 P.2d 626, 629 (Utah 1980); however, a study of the multitude of Utah cases dealing with prejudgment interest will reveal that it is not mentioned in any of the other major cases, and was not meant as a prerequisite in even the L & A Drywall case. See also Isaacson Structural Steel Co. v. Armco Steel Corp., 640 P.2d 812, 181 (Alaska 1982) (responsibility for delay of payment is not a factor in making an interest award). The rule set forth repeatedly is simply:

Prejudgment interest may be awarded in a case where the loss is fixed as of a particular time and the amount of the loss can be calculated with mathematical accuracy.

Jorgensen v. John Clay and Co., 660 P.2d 229, 233 (Utah 1983). Repeatedly, the examples given by this Court of inappropriate cases are: "personal injury, false imprisonment, wrongful death, defamation or the like." Id.

Clearly, Mason is entitled to interest in the amount of at least \$10,904.21.¹

POINT II

MASON IS ENTITLED TO JUDGMENT INTEREST FROM THE DATE OF THE FIRST JUDGMENT.

The trial court awarded Mason interest of \$6,789.86, computed at the judgment rate of 12% from October 14, 1982, the date of the current judgment. Western challenges this award on two grounds: 1) that the rate of interest was improper; and 2) that the amount of the damages was not determinable until the date of the second judgment. Point I of this brief establishes that Mason was and is entitled in any event to prejudgment interest of at least \$10,904.21. This point establishes that Mason is further entitled to judgment interest from the date of the initial entry of the Findings of Fact and Conclusions of Law.

Logic and common sense and justice dictate that Mason should not be penalized for opposing counsel having originally

¹The total amount of interest to which Mason is entitled is prejudgment interest from June 1, 1977, to October 14, 1982, and judgment interest from that date to January 31, 1986. The totals are as follows:

<u>Principal</u>	<u>Period</u>	<u>Rate</u>	<u>Amount</u>
\$15,380.00	6/1/77 to 5/14/81	6%	\$ 3,648.22
\$15,380.00	5/14/81 to 10/14/82	10%	\$ 2,182.70
\$15,380.00	10/14/82 to 1/31/86	12%	\$ <u>6,087.95</u>
TOTAL:			\$11,918.87

persuaded the trial court to erroneously rule in Western's favor. This Court adopted that principle in Hewitt v. General Tire and Rubber Co., 5 Utah 2d 379, 302 P.2d 712 (1956), which, although involving the reversal of a directed verdict, is the closest Utah case dealing with the logic behind allowing the ultimate prevailing party interest from the date of the original judgment:

Nor can we see any good reason why plaintiff should lose his interest because defendant was able to convince the trial court to make an erroneous ruling.

Hewitt, 302 P.2d at 714.

This view of justice is not unique to Utah, and contrary to Western's assertion that the denial of interest dating back to the original judgment after a reversal is "uniformly applied," Mason submits that the better rule is that relied upon in the states of Alaska, Connecticut and Texas.²

Addressing this identical issue, the Supreme Court of Alaska faced the question of first impression: when post-judgment interest should begin to accrue in favor of a successful appellant. Isaacson Structural Steel Co. v. Armco Steel Corp., 640 P.2d 812 (Alaska 1982). The Alaska court considered the argument in Stockton Theaters, Inc. v. Palermo, 55 Cal. 2d 439, 360 P.2d 76 (1961), which is also Western's strongest case. The Alaska court rejected the Stockton Theaters rule as applied in

²Texas maintains a liberal prejudgment interest rule dating back to the early 1900's, as does Utah, and, under the same rationale, allows interest from the date of the original judgment following an appellate court reversal. Hewitt, supra.

California and adopted what it referred to as "the better rule."

The "better rule" is the one adopted in Texas:

When the trial court's judgment is erroneous, the judgment of the court of civil appeals must take its place and plaintiff is entitled to interest from the date of the erroneous judgment.

Thornal v. Cargill, Inc., 587 S.W. 2d 384, 385 (Tex. 1979). See also American Paper Stock Co. v. Howard, 528 S.W. 2d 576, 577 (Tex. 1975).

The Connecticut courts apply the same rule:

[E]rror was found in the judgment rendered for the defendant. Had the trial court rendered a judgment for the plaintiff as it should have done, interest would have been computed from the time of that judgment It is only just that interest as ordered by this court on the appeal be computed from such date.

Pascack Valley Bank & Trust Co. v. Ritar Ford Sales, Inc., 295 A.2d 667, 668 (Conn. App. 1972).

The Alaska Supreme Court continued on to state that they were in accord with the Texas-Connecticut rule because it was more consistent with Alaska's view of prejudgment interest (as is Utah's with Texas):

In Farnsworth v. Steiner, 638 P.2d 181 (Alaska, 1981) we stated that post-judgment interest is "a form of compensating for the period that the [prevailing party] remains 'less than whole'". . . .

640 P.2d at 818.

Furthermore, the Alaska court must have been faced with an argument similar to Western's theory that a delay of payment is a prerequisite to prejudgment or post-judgment interest because

the court also stated that "we do not consider responsibility for a delay of payment as a factor in making an interest award."

Farnsworth, 638 P.2d 181.

Finally, the Alaska court states:

[W]e think it clear that [the prevailing party] has suffered the loss of use of money rightfully belonging to it from the time of the original judgment. We therefore hold that . . . [the prevailing party] is entitled to interest . . . from . . . the date of the original judgment.

640 P.2d at 818 (citations, brackets and quotation marks omitted).

Mason respectfully urges that Utah adopt the Alaska-Texas-Connecticut line of cases which are consistent with Utah's view of prejudgment interest and the rationale of fairness and justice to the prevailing party which this Court has ruled was wrongfully deprived of \$15,380.00 from June of 1977.

POINT III

PLAINTIFF IS ENTITLED TO INTEREST ON THE TOTAL JUDGMENT, INCLUDING THE INTEREST PORTION THEREOF.

The judgment rendered by the trial court consisted of principal, interest and costs. Western has paid the principal and costs, leaving only the interest unpaid. Mason respectfully requests that this Court specify in its decision on this case that Mason is entitled to recover the interest that will have accrued on the unpaid interest portion of the judgment during the pendency of this appeal.

Utah Code Ann. § 15-1-4 (1986) provides that judgments shall bear interest at the rate of 12% per annum. The interest assessment which Western is now appealing constituted part of the judgment. Mason is, therefore, entitled to interest on that interest at the rate of 12% per annum until paid. Security Insurance Co. of Hartford v. Houser, 191 Colo. 189, 552 P.2d 308, 311 (1976); Walker v. St. Louis-San Francisco Railway Co., 671 P.2d 672 (Okla. 1983).

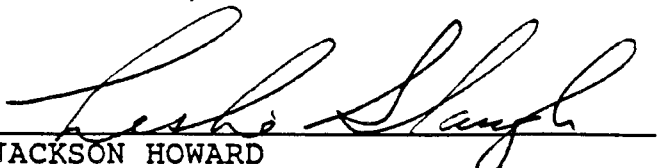
CONCLUSION

Mason is entitled to prejudgment interest in the total sum of \$11,918.87. This Court should order this case remanded with instructions to modify the judgment to include interest in that amount.

In the alternative, this Court should affirm the trial court's award of interest in the amount of \$6,789.86, either on the ground that plaintiff is entitled to judgment interest from the date of the prior judgment, or on the ground that any error was harmless because plaintiff was entitled to a greater amount of interest than that awarded by the trial court.

This Court should further direct that Mason is entitled to recover the interest which will accrue on the unpaid interest during the pendency of this appeal.

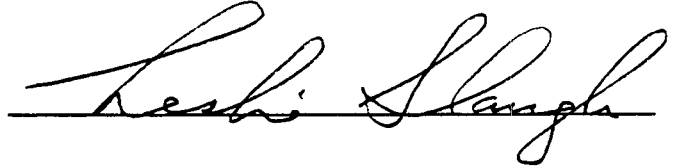
SUBMITTED this 15th day of December, 1986.


JACKSON HOWARD
LESLIE W. SLAUGH
DANIELLE EYER DAVIS, for:
HOWARD, LEWIS & PETERSEN
Attorneys for Plaintiff-Respondent

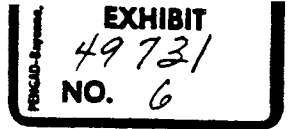
MAILING CERTIFICATE

I hereby certify that four true and correct copies of the foregoing were mailed to the following, postage prepaid, this ___ day of December, 1986.

Mr. Gregory S. Bell
Mr. David M. Wahlquist
Mr. Merrill F. Nelson
KIRTON, McCONKIE & BUSHNELL
330 South 300 East
Salt Lake City, Utah 84111
Attorneys for Defendant-Appellant

A handwritten signature in cursive script, reading "Keshi S. Sangle", is written over a horizontal line.

ADDENDUM



CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Signed By
Scott / Cleo

<u>Number</u>	<u>Payee</u>				
6/77	1. Glen Scott	\$ 1,075.00			
	Glen Scott	<u>1,145.00</u>	\$ 2,220.00	x	x
9/77	2. Thorpe Vault Co	187.08			
	B.C.G. Enterprises	154.74			
	Zebco	134.00			
	Glen Scott	<u>575.00</u>	1,050.82	x	x
1/77	3. H and H Backhoe	110.00			
	Walt Limb Constr.	408.75			
	Linford Bro Glass	278.11			
	Hudson Plumbing	430.00			
	Gagon & Peck	<u>568.30</u>	1,795.16	x	
3/77	4. Burdick Lumber	2,077.66			
	Walt Limb Constr.	104.00			
	Davis Home Center	15.40			
	Dennis J. Rowley	150.00			
	H & H Backhoe	145.00			
	Red-E Mix	<u>1,424.76</u>	3,916.82	x	
7/77	5. Glen Scott	1,995.00			
	" "	235.00			
	" "	490.00			
	" "	840.00			
	" "	315.00			
	" "	<u>675.00</u>	4,550.00	x	
12-77	6. Glen Scott	1,185.00			
	" "	1,015.00			
	" "	<u>935.00</u>	3,135.00	x	
8-77	7. Burdick Lumber	1,575.00			
	Buffo	65.00			
	H & H Backhoe	260.00			
	Gan Roofing Supply	51.50			
	Anderson Lumber	271.00			
	Mike Cox	127.00			
	Ellis Masonry	125.00			
	P-K Wholesale	520.00			
	Davis Home Center	<u>2.51</u>	2,997.01	x	x
i-77	8. D & C Builders	1,475.00	1,475.00	x	x

Contractor's Authorization for Payment -- Cont.

<u>Number</u>	<u>Payee</u>		<u>Scott</u>	<u>Cleo</u>
5-5-77 9.	Spartech	\$ 105.00		
	Interstate Brick	64.40		
	Davis Bros	3.41		
	P-K Wholesale	10.00		
	P-K Wholesale	23.36		
	Multimax	600.90		
	Indico	374.24		
	Linford Glass	517.13		
	All Weather Insul.	233.22		
	Hudson Plumbing	515.00		
	Anderson Lumber	9.81		
	Burdick Lumber	22.25		
		<u>\$ 2,478.72</u>	x	x

10.

5-3-77 11.	Dan Morgan	797.36	797.36	x
5-19-77 12.	Duane Rasmussen	207.00	207.00	

TOTAL:

\$ 24,622.37

11 of 12 were signed by Scott.
5 of 12 were countersigned by Cleo.

Total Disbursements unauthorized:

\$ 14,401.34

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

Salt Lake City, Utah 1-26 1977

Ogden, Utah _____ 19 _____

To: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on Lot 1 Block 100 W 400 N SANTIQUIN UTAH
110

Said payment to be charged to the undersigned with respect to your Loan No. _____

A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
<u>Cohen C Scott</u>	<u>PLANS - PERMITS</u>	<u>1-2</u>	<u>1,075</u>	
	<u>CONNECTION COAST P/W PIPES</u>	<u>345</u>	<u>1,145</u>	
	<u>(cont) SAGUAY STAKE OUT SITE 20026-21</u>			
	<u>SEPTIC TEST NO 42</u>			
	<u>OK</u>			
	PAID			
	JAN 27 1977			
			<u>2220!</u>	

DATED 1-26-77

Machine-generated OCR, may contain errors.
SIGNED [Signature]

#2 111751 PRINCIPAL 521-094451 203 (#1005)
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____ Salt Lake City, Utah 2-10 1972
Ogden, Utah _____ 19____

To: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on Lot 1 Block 110 W 400 N SANTIQUIN UTAH

said payment to be charged to the undersigned with respect to your Loan No. _____
A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. or cost brkdw	AMOUNT	Miscellaneous
THORPE WELT CO 390 E 300 S SPRINGVILLE	1- 900 GAL TANK	24	187.08	
B.C.G. ENTERPRISES 8463 1045 W 1700 N MARPLETON	STEEL - BRCS - WAREHO	7	154.74	
ZEB CO	FOOTING BARON	9	134.00	
GLEN SCOTT	LUMBER	14	575.00	

FEB 11 1972

H 4

PARCEL 1 521-0840
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. 1005

Salt Lake City, Utah 3-10 19 77

Ogden, Utah _____ 19 _____

to: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
 1 Lot 1 Block 110 W YRD N SANTIQUIM UT

Said payment to be charged to the undersigned with respect to your Loan No. _____
 receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
2nd PIZZA LUMBER	LUMBER	14 P	75.00	
101 N 100 W PAYSON			2,072.65 ⁵⁶	
WALT KING CONST CO	ERC FILL	6 P	104.00	
204 T 1 BOY 686 PAYSON				
DAVIS HOME CENTER			15.40	
304 38 SANTIQUIM UT	REAR	7 P	300.00	
DENNIS J POWLEY	SLAB			
RT. 1 HINDON UTAH		9 P	150.00	
H 44 BACK HOE				
BOY 686 PAYSON	FILL - NIPROOF	12-9	145.00	
(PICK UP)	STRIP FORMS			
RED E MIX				
49 So 700 W	CONCRETE	9 P	1,424.76	
			3,916.82	
			3,916.82	

okph

RECEIVED MAR 11 1977

cl

2-10-77

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 Machine-generated OCR, may contain errors.

Bob Black

5

MAR 21 PARCEL 1 524 - 08 456 - 203
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

Salt Lake City, Utah 3-17 1977

Ogden, Utah _____ 19 _____

to: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on Lot 1 Block 110 W 400 N Sub of Tractor AT

aid payment to be charged to the undersigned with respect to your Loan No. _____
receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdw	AMOUNT	Miscellaneous
<u>BRELL SCOTT</u>	<u>FRAMING - "</u>	<u>89.10^P</u>	<u>1,995⁰⁰</u>	
<u>11</u>	<u>DIG + INSTALL W/ WELLS</u>	<u>9.27^P</u>	<u>235⁰⁰</u>	
<u>4</u>	<u>INSTALL WATER LINE</u>			
	<u>DRAIN HOLES EVID</u>	<u>22^P</u>	<u>490⁰⁰</u>	
<u>11</u>	<u>INSTALL SEPTIC</u>	<u>-</u>		
	<u>DRAIN FIELDS</u>	<u>22-24^P</u>	<u>840⁰⁰</u>	
<u>11</u>	<u>DRAIN FILL, DITCH, HOLE</u>			
	<u>AND GRADE PIPE.</u>	<u>6-22^P</u>	<u>315⁰⁰</u>	
<u>4</u>	<u>TRUSS ROOFING</u>	<u>16^P</u>	<u>675⁰⁰</u>	
<u>(RECIU'D)</u>				
			<u>4,550⁰⁰</u>	

PAID MAR 21 1977

DATED 3-17-77

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Machine-generated OCR, may contain errors

SIGNED Bob Reed

#1005
Draw # 6

MASS 1202 1 521-284950 -1 3
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

Salt Lake City, Utah 3-22 1977

Ogden, Utah _____ 19__

To: **WESTERN MORTGAGE LOAN CORPORATION**

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on Lot 1 Block 110 W 400 N SANTIQUIM. 2724

said payment to be charged to the undersigned with respect to your Loan No. _____

A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
<i>CHEN SCOTT</i>	<i>REG. ELECTRIC</i>	<i>22 P</i>	<i>1,185.00</i>	
	<i>Plumb.</i>	<i>25 P</i>	<i>1,015.00</i>	
	<i>HEATING</i>	<i>30 P</i>	<i>935.00</i>	
			<i>3,135.00</i>	

[Signature]

E ERID
MAR 23 1977

[Signature]

DRAW #1

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

Salt Lake City, Utah 4-18 1977

Ogden, Utah _____ 19 _____

TO: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
Lot 1 Block 110 W 400N SANTA QUIN

aid payment to be charged to the undersigned with respect to your Loan No. _____
receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
WILSON LUMBER	LUMBER NAILS	34- 22 27	610.00 100.00 150.00	40-125.00 67-200.00 110-45.00 67-60.00
<u>HOLD</u>		19 P 33 P	75.00 250.00	1,575.00
WILSON	PEST CONTROL	27- 27 37 P	120.00 50.00 360.00	
<u>HOLD</u>		67 P 77 P 40 P	12.00 20.00 33.00	65.00
F + H BROS	FILL GRADING	54 P	260.00	
<u>HOLD</u>	BRICK WORK			
WILSON ROOFING SUPPLY		77 P	51.50	
<u>HOLD</u>	NAILS			
WILSON LUMBER		36 42 35	271.00 215.00 56.00	271.00
<u>HOLD</u>	LUMBER			
WILSON COY	ROOF NAILS	27 P 30 P 20 P	72.00 15.00 100.00	127.00
<u>HOLD</u>				
WILSON MASONRY	BRICK WORK	36 41 60	725.00 100.00 25.00	125.00
<u>HOLD</u>				
WILSON WHOLESALE	ROOF MAT	20 P	520.00	
<u>HOLD</u>				
WILSON HOME CENTER		44 P	251	
BOX 38 SANTA QUIN UT	LUMBER			
<u>HOLD</u>				

DATED

4-18-77

Machine-generated OCR, may contain errors.

SIGNED

[Signature]

117P

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

DRAW #8

Salt Lake City, Utah 4-28- 19 77

Ordgen, Utah _____ 19 _____

To: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on Lot 1 Block 110 W 400N S. 1200th Ave UTAH.

Said payment to be charged to the undersigned with respect to your Loan No. _____
A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
<i>D+C BUILDERS</i>	<i>Siding</i>	<i>17</i>	<i>1,400.00</i>	
		<i>84</i>	<i>75.00</i>	
			<u><i>1,475.00</i></u>	

PAID APR 29 1977

DATED 4-28-77 _____ SIGNED [Signature]
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1005 #9

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Mas 1 Parcel 1 521-084950-203

Loan No. _____

Salt Lake City, Utah May 5 1977

Ogden, Utah _____ 19 _____

to: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
Lot 1 Block 110 West 400 North Santaquin, Utah

aid payment to be charged to the undersigned with respect to your Loan No. _____
receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
Spartech HOLD 9210 So 5200 W	Moving Dirt	40 P	105.00	
Interstate Brick W. Jordan Ex 517 84084	Brick	30 P	64.40	
Davis Bros. Santaquin Utah 1649 N. 550 W.	Nails	30 P	3.41	
P-K Wholesale Provo, Utah 84601 1649 N. 550 W	Shingles	28 P	10.00	\$33.36
P-K Wholesale Provo, Utah 84601 5380 Riley Lane	Shingles	37 P	23.36	
Multimax Salt Lake City, Utah 84167 # 25 South 900 West	S/Rock Material	42 P 34 P	150.90 238.00	40 50.00 78 62.00 } \$600.90
Indico Salt Lake City, Utah 84104	Fireplace	14 P	374.24	
Linford Glass Salt Lake City 84110 12455. 700 W. P.O. Box 419	Windows	27 P	217.00	
Linford Glass " "	Windows	30 P	75.00	
Linford Glass " "	Windows	37 P	30.00	517.13
Linford Glass " "	Windows	42 P	150.00	
Linford Glass " "	Windows	50 P	45.13	
All Weather Insulation 582 So. 400 West Provo, Utah 84601	Insulation	33 P	165.00	233.13
All Weather Insulation 582 So 400 West Provo, Utah 84601	Insulation	62 P	68.22	
Hudson Plumbing 484 N. 200 E. Orem, Utah		7 P 15 P 19 P	24.00 100.00 10.00	515.00
		30 P 40 P 31 P	75.00 276.00 30.00	
Anderson Box 115 Provo	Lumber	54 P 54 P	9.81 22.25	TOTAL 2366.73

PAID
MAY 12 1977
[Signature]

DATED May 5, 1977

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

#1005 #12

Mas 1 parcel 1 521-084950-203

Loan No. _____

Salt Lake City, Utah 5 / 19 1977

Ogden, Utah _____ 19

To: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvement on Lot 1 Block 110 West 400 No. Santaquin

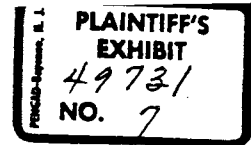
said payment to be charged to the undersigned with respect to your Loan No. _____

A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
<u>Warr Rasmussen</u> (hold)	<u>Finished carpentry</u>	<u>35</u>	<u>\$ 207.00</u>	

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WEST Santaquin Hor
120 West 400 North



CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Signed By
Scott / Cleo

<u>Number</u>	<u>Payee</u>				
1.	Glen Scott	\$ 1,075.00			
	Glen Scott	<u>1,145.00</u>	\$ 2,220.00	x	x
2.	Thorpe Vault Co	187.08			
	B.C.G. Enterprises	154.74			
	Zebco	134.00			
	Glen Scott	<u>575.00</u>	1,050.82	x	x
3.	Linford Glass	278.21			
	H & H Backhoe	145.00			
	H & H Backhoe	110.00			
	Hudson Plumbing	430.00			
	Gagon & Peck Inc.	<u>568.30</u>	1,531.51	x	
4.	Bardick Lumber	2,077.66			
	Red-E Mix	1,424.76			
	Anderson Lumber	195.59			
	H & H Backhoe	145.00			
	Dennis J. Rowley	150.00			
	Walt Limb Co.	104.00			
	Davis Home Center	<u>15.40</u>	4,112.41	x	
5.	Glen Scott	1,995.00			
	" "	235.00			
	" "	490.00			
	" "	840.00			
	" "	315.00			
	" "	<u>675.00</u>	4,550.00	x	
6.	Glen Scott	1,195.00			
	" "	1,015.00			
	" "	<u>935.00</u>	3,145.00	x	
7.	Burdick Lumber	1,575.00			
	Buffo	65.00			
	H & H Backhoe	740.00			
	Gan Roofing Supply	51.50			
	Anderson Lumber	421.40			
	Mike Cox	147.00			
	Ellis Masonry	125.00			
	P-K Wholesale	520.00			
	Davis Home Center	<u>2.51</u>	3,647.41	x	x
8.	P & C Building	1,475.00	1,475.00	x	x
9.	Interstate Brick	64.40			
	Davis Bros.	3.40			
	Multimax	600.92			
	Indico	374.24			
	Ace Rents	55.00			
	Linford Glass	611.00			
	Spartech	<u>105.00</u>			

West Santaquin Home
120 West 400 North

Contractor's Authorization - Cont.

Scott / Cleo

9. Cont.

	Hudson Plumbing (\$515.00 - not paid)				
	B & J Construct.	<u>600.00</u>	2,647.18	x	x
10.	Dan Morgan	797.36	797.36	x	
11.	Fred Christensen	200.00	200.00		

TOTAL:

\$ 25,376.69

V 1

100-200-1-203 (10-6)

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____ Salt Lake City, Utah 1-26 1977
Ogden, Utah _____ 19___

TO: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements Lot 2 Block 100 W 400 N SEVENTH DRAIN UTAH

aid payment to be charged to the undersigned with respect to your Loan No. _____ receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
ALAN C. SCOTT	PLUMB - PERMITS	1-2	1,075-	
"	CONNECTOR CORSET P/W PADS	3-4-5		
"	WPT SANURY SEWER OUT SITE ROP	6-24	1,145-	
	SEPTIC TEST WORK			
		1-	325	
		2-	700	
		3-	235	
		4-	735	
		5-	140	
		6-	375	
		24-	700	
			2220-	

DATED 1-26-77 SIGNED [Signature]

2

MAS 2

PARCEL 2 521-084951 203 (#1006)
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Loan No. _____

Salt Lake City, Utah 2-10 1977

Ogden, Utah _____ 19____

To: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/o materials furnished and delivered by said payees to the undersigned for construction of buildings and improvement on Lot 2 Block 120 W 400 N SANTIQUIN, UTAH

aid payment to be charged to the undersigned with respect to your Loan No. _____
A receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. or cost brkdwn.	AMOUNT	Miscellaneous
THORPE URULT Co 390 E 300 S SPRINGVILLE.	1-900 GAL TANK	24	197.08	
B.C.G. ENTERPRISES 81153 1045 W 1200 N MAPLETON	STEEL BOLTS - WASHERS	9	154.74	
ZEB Co	FOOTING LABOR team	9	139.00	
GLEN SCOTT	LUMBER	14-15 1/2 -47.32	575.00	
			1,050.82	

DATED _____

SIGNED _____

[Signature]
B. Mason

26) MAS 2
 521-084951-3
 CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Salt Lake City, Utah 3-1 19 22

Ogden, Utah 19 _____

INTERNATIONAL MORTGAGE LOAN CORPORATION

I hereby authorize you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
2 Block 1 20 W 400 N SANTIQUIN 479 H.

The amount to be charged to the undersigned with respect to your Loan No. _____ and lien release shall be executed by the payees named below:

CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
LED GLASS				
Winkler Ace Prod's	WINDOWS	27	2782.1	
BARRI HOE				
1 20 W Prod's	GRADE SLABS W/BASE STRIP FTB	9	145.00	051 9-50 145
"	WATER TANK 4x12	32	110.00	110 <u>(255)</u> Low
PLUMB				145
202 E PREM.	UNDER GROUND	22	430.00	290
DESCIZING				110
300 N Barbaco	FRM Form	9	568.30	210
PAID MAR 02 1971				
51500				
				1531.51

1006 11052 521-084951 202
 CONTRACTOR'S AUTHORIZATION FOR PAYMENT

No. _____ Salt Lake City, Utah 3-10 1977
 Ogden, Utah _____ 19__

WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements to 2 Block 100 W 400 N SANTIQUIN, UT

Payment to be charged to the undersigned with respect to your Loan No. _____
 Debit and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
AR DIC 12 LUMBER N 100 W Payson	LUMBER	14	2,077.65 ✓	
DE MIX S 700 E Amberg	CONCRETE	9	1,424.76 ✓	
DENSON LUMBER S 200 W Provo	67154, 67600, 67396 LUMBER	14	195.59 ✓	
TH BRICK HORSE Pickup	W/PNEF STAIR FMS	12-9	145.00 ✓	
WV S J. ROSSLEY 1. Box 2 Lindon UT	FLOOR WOOD	9	150.00 ✓	
UT LUMB TEL Box # 686 Payson	FILL ETC	6	104.00 ✓	
WIS HOME CENTER 138 SANTIQUIN	REBAR	7	15.40 ✓	
			4,112.41	

DATED 3-10-77

SIGNED [Signature]

5
 α 1006

MIPS 1 PARCEL 2 521 2849 203
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

an No. _____ Salt Lake City, Utah 3-17 19 27
 Ogden, Utah _____ 19 _____

: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
 Lot 2 Block 120 W 4000 S. 200 N. 1100 E. UT

d payment to be charged to the undersigned with respect to your Loan No. _____
 receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
OLSEN SCOTT	FRAMING	84-18	7,995.00	84-1585 84-410.00
"	DRG. INSTALL W/WALLS	9-21	235.00	9-35.00 21-200.00
"	INSTALL WATER LINES			
"	DRILL HOLES FRI	22	490.00	
"	INSTALL SEPTIC TANK			
"	DRAIN FIELDS	22-24	840.00	22-400 24-440.
"	BACK FILL, DITCH, HANG			
"	AND GRADE, PIPE	6-22	315.00	22-315.00
"	TRUSSES ROOFING	14	675.00	
DIGLAD)				
			4,550.00	

DATED 3-17-27 SIGNED [Signature]
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16
DRAW #7

11125 2 - PARCEL 2 521-084951-203
CONTRACTOR'S AUTHORIZATION FOR PAYMENT

1 No.

Salt Lake City, Utah 4-18 1977

Ogden, Utah 19

WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements on 2 Block 120 W 400th Santaquin

payment to be charged to the undersigned with respect to your Loan No.
ceipant and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
<u>D. 12 LUMBER</u>	<u>LUMBER NAILS</u>	<u>16</u>	<u>610.00</u>	
		<u>8</u>	<u>150.00</u>	
<u>HOLD</u>		<u>19</u>	<u>75.00</u>	
		<u>33</u>	<u>250.00</u>	<u>1,575.00</u>
		<u>36</u>	<u>100.00</u>	
		<u>37</u>	<u>30.00</u>	
<u>E. CO</u>	<u>PEST CONTROL</u>	<u>67</u>	<u>12.00</u>	
<u>HOLD</u>		<u>77</u>	<u>200.00</u>	<u>65.00</u>
		<u>40</u>	<u>33.00</u>	
<u>H. BUILDING</u>	<u>FILL, GRADING, BRICK</u>	<u>41</u>	<u>45.00</u>	
<u>HOLD</u>		<u>54</u>	<u>260.00</u>	<u> </u>
	<u>WORK</u>	<u>42</u>	<u>215.00</u>	
		<u>68</u>	<u>200.00</u>	<u>740.00</u>
<u>I. RECEIVING SUPPLY</u>	<u>NAILS</u>	<u>77</u>	<u>51.50</u>	
<u>J. LUMBER</u>	<u>LUMBER</u>	<u>67</u>	<u>138.00</u>	
		<u>36</u>	<u>271.00</u>	<u>491.00</u>
<u>HOLD</u>		<u>44</u>	<u>12.40</u>	
<u>K. CO</u>		<u>47</u>	<u>32.00</u>	
<u>HOLD</u>	<u>ROOF LUMBER</u>	<u>30</u>	<u>15.00</u>	
		<u>20</u>	<u>100.00</u>	<u>147.00</u>
<u>L. MASONRY</u>		<u>36</u>	<u>125.00</u>	
<u>HOLD</u>	<u>BRICK WORK</u>			
<u>M. WHELP SALES</u>		<u>20</u>	<u>520.00</u>	
<u>HOLD</u>	<u>ROOFING</u>			
<u>N. HOME CENTER</u>				
<u>30x 38 SANTAQUIN UT</u>	<u>LUMBER</u>	<u>44</u>	<u>2.51</u>	
<u>HOLD</u>				
				<u>(3,047.41)</u>

DATED 4-18-77

SIGNED

1006

CONTRACTOR'S AUTHORIZATION FOR PAYMENT

Contract No. _____

Salt Lake City, Utah 4-28 1977

8

Ogden, Utah _____ 19 _____

WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements at 2 Block 120 W 400 N SANTA QUINN UT

payment to be charged to the undersigned with respect to your Loan No. _____
 receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
D+C BUILDERS	Siding	17	1,400.00	
		74	75.00	
			1,475.00	
W. J. ...	Special	30	64.00	
DRIVE ...	Work	30	2.00	
P-K	SHINGLES	24	33.34	
DRIVE ...	SH	21	202.97	
MULTI ...	SH	24	600.90	
TRIP ...	SHINGLES	84	374.24	
1200 ...	TRUSS E.C.	54	55.00	
LOW ...	SHINGLES	27	197.00	
		9	100.00	} \$611.00
		14	231.00	
		20	80.00	
SPRINKLER		37	95.00	
		14	10.00	
ALL ...		33	125.00	
		40	65.20	

DATED 4-28-77

SIGNED [Signature]

1000 #10
9

CONTRACTOR'S AUTHORIZATION FOR PAYMENT
Mas 2 Parcel 2 521-084951-203

Loan No. _____ Salt Lake City, Utah May 5 1977
Ogden, Utah _____ 19____

TO: WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements
Lot 2 Block 120 West 400 North Santaquin

aid payment to be charged to the undersigned with respect to your Loan No. _____
receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
Interstate Brick ^{9210 S. 5200 W. Box 517 W. Jordan, Utah}	Brick	30	64.40	
Davis Bros. Santaquin, Ut.	Nails	30	3.40	
Multimax ^{5380 Riley Lane Salt Lake City, Utah 84107}	S/Rock	42 34	150.92 238.00	40-50.00 } 78-162.00 } \$600.92
Indico ^{#25 South 900 West Salt Lake City, Utah 84104}	Fireplaces	9 54	100.00 274.24	} \$374.24
Ace Rents ^{1745 South State Orem, Utah 84057}	Transport Cat	54	55.00	
Linford Glass ^{1245 S. 700 W Box 419 Salt Lake City 84110}	Windows	14	234.00	} 611.00
Linford Glass ^{1245 S. 700 W. P.O. Box 419 Salt Lake City, Utah 84110}	Windows	27	197.00	
Linford Glass " "	Windows	9	100.00	
Linford Glass " "	Windows	20	80.00	
Spartech (hold)	Moving dirt-Excavating	37	95.00	
		14	10.00	} 233.22
All Weather	Insulation	33	165.00	
		40	68.22	
Hudson Plumbing	Plumbing	7	24.00	} 515.00
		8	15.00	
484 N. 200 E. Orem, Utah		20	15.00	
		9	165.00	
		14	23.00	
		34	105.00	
				34-35.00 77-13.00 78-63.00 41-46.00 50-17.00
. & J. Cont.	Septictank	40	544.00	600.00
		41	56.00	

31 162.75

DATED May, 5 1977 signed _____

06 #10 . CONTRACTOR'S AUTHORIZATION FOR PAYMENT

in No. _____ Mas 2 - PUBLI 2 521-084951-203 Salt Lake City, Utah 5 _____ 1977

Ogden, Utah _____ 19 _____

WESTERN MORTGAGE LOAN CORPORATION

This authorizes you to pay the following subcontractors or suppliers the sums indicated below for labor and/or materials furnished and delivered by said payees to the undersigned for construction of buildings and improvements Lot 2 Block 1206 400 N. SARGENT

I payment to be charged to the undersigned with respect to your Loan No. _____ receipt and lien release shall be executed by the payees named below:

SUB-CONTRACTOR OR SUPPLIER	TYPE OF WORK TO BE DONE OR MATERIALS SUPPLIED	No. on cost brkdwn.	AMOUNT	Miscellaneous
Dan Morgan Hold	S/rock nailing	34	797.36	

DATED 4-3-77 SIGNED [Signature]