

other heirs is entitled to the sum of \$20.85.

The court further finds that the said deceased devised in his will the real estate of the said deceased to Lydia Morris, daughter. That said will was duly probated in said court, and that said Lydia Morris is the owner of the said real estate, described as follows:- lots three(3) and four (4) block nine (9) in Palmer Addition to the town, now City of Sheridan, Wyoming. It is therefore ordered, adjudged, and decreed that the title to the said real estate be and the same is hereby confirmed and quieted in the said Lydia Morris, to be and remain her property forever.

It is further ordered, adjudged and decreed, that the acts of the said administrator herein done are each hereby confirmed and approved and that he shall be entitled to be finally discharged, and his bonds exonerated upon the filing in this court receipts from the respective heirs for the respective amounts to which they are entitled.

C.H. Parmelee

Judge.

PARTY WALL AGREEMENT.

Freyberger & Stevens
and
Edward Gillette.
Filed 10:30 A.M.
April 24, 1909
#34976.

This agreement made and entered into this 14th. day of August A.D.1908 by and between Henry C.Stevens and Harvey R.Freyberger, of the City of Sheridan, State of Wyoming, parties of the first part, and Edward Gillette, of the City of Sheridan, State of Wyoming, party of the second part witnesseth:- That it is hereby agreed that the said parties of the first part are the joint owners of Lot three (3) and four (4) of Block eight (8) of the Original Town of Sheridan(now City of Sheridan) in the State of Wyoming, and that the said party of the second part is the owner of lots five (5) and six (6) of said block eight (8) said original town, now city of Sheridan, Wyoming. That the said parties of the first part have heretofore built and constructed a one certain brick building, partly one story high and partly two stories high, upon the said lots so owned by the said parties of the first part, the south wall of the said building resting, however partially upon the said lots so owned by the said parties of the first part, and partially resting upon the said lots so owned by the said party of the second part, to-wit- nine inches thereof resting upon said lot four (4) and nine inches thereof resting upon said lot five (5) the center line of said wall being the division line between said lots four (4) and five (5). And it is the desire of the said parties hereto, that the said south wall of the said building shall be a division wall, and shall be owned jointly by the parties hereto, the undivided one half interest therein by the said parties of the first part, and the undivided one half interest therein by the said party of the second part, and that the same interest shall exist in the same proportion into the parties hereto in and to the ground and land whereon the said wall is located. The said division wall having been built by the said parties of the first part, and the said party of the second part has this day paid them the

sum of eleven hundred dollars for the said undivided one half interest in and to the said division wall, and that part of said lot four (4) on which it is resting, and as a consideration for this contract.

It is therefore agreed by and between the parties hereto, that for and in consideration of the premises herein mentioned, that the said south wall of the said building, hereinbefore mentioned, shall be and constitute a division wall of the parties, and that the undivided one half interest therein, and in that part of said lot four on which it rests, shall belong to and be owned by, and is hereby conveyed by the said parties of the first part hereto to the said party of the second part; that the undivided one half interest in and to the said division wall shall belong to the said parties of the first part, and the undivided one half interest in and to that part of said lot five on which the said division wall rests is hereby conveyed by the said party of the second part to the said parties of the first part herein. — It is understood that the said division wall is one hundred and fifteen feet deep (long) counting from the front of the said wall on Main Street, and further, that part of the said division wall is now only one story in height, and it is hereby agreed by and between the parties hereto, that either said parties of the first part, or the said party of the second part shall have the privilege of building the said division wall, so that it will be two stories in height throughout its length and depth, and should the said first parties so build the entire length two stories high, then, the said party of the second part, shall pay to the said parties of the first part, the one half of the expense of such additional building; and should the said party of the second part build said additional extension of wall (so that the total wall is two stories high), then and in that event, the said parties of the first part shall pay to the said party of the second part, the one half of the expense of such additional building; and in either of such events, the interest in the enlarged wall shall be the same as the interest in the wall as now built, and is herein specified. It is further agreed that the expense of maintenance of said wall shall be borne by the parties hereto, in the same proportions as the interest by them held and owned therein, as herein mentioned, and specified. Should either party desire to add a third story to their respective building, the respective owners will share, build and maintain the same in the same manner as the wall hereinbefore mentioned each property to share expense equally.

Executed in presence of :-

Fred H. Blume

Henry C. Stevens

Harvey E. Freyberger

Edward Gillette.

State of Wyoming) ss.
County of Sheridan)

Before me, Fred H. Blume, a notary public within and for said county, in the state aforesaid, this day personally appeared Henry C. Stevens, Harvey E. Freyberger, and Edward (E) Gillette, personally to me known to be the identical parties who signed, sealed and executed the foregoing instrument in writing, and they then and there, each acknowledged to me, that they signed, sealed and delivered, the said instrument of writing, as their voluntary act and deed for the purposes therein set forth. My commission expires March 30th, 1913.

In witness whereof I have hereunto set my hand and affixed my notarial seal, at Sheridan, Wyoming this 24th. day of April AD. 1909.

Fred H. Blume

Notary Public.

Seal.