

AGREEMENT FOR PARTY WALL

Agreement made the 20th day of May, 1992, among Billy Dee Perkins and Emily F. Perkins, husband and wife, hereinafter referred to as the "First Adjoining Owners", which expression shall be deemed to include their heirs and assigns; the Secretary of Housing and Urban Development, hereinafter referred to as the "Second Adjoining Owner," which expression shall be deemed to include his successors and assigns; and Federal National Mortgage Association, hereinafter referred to as the "First Adjoining Mortgagee," which expression shall be deemed to include its successors and assigns.

Whereas, the First Adjoining Owners are the owners in fee simple of a certain parcel of land described as follows:

Lot 12, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.

And Whereas, the First Adjoining Mortgagee holds a mortgage executed by James E. Johnson, Jr. and Nancy J. Johnson in favor of Commercial Mortgage Corporation, to which the above described parcel is subject.

And Whereas, the Second Adjoining Owner is the owner in fee simple of a certain other parcel of land described as follows:

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.

And Whereas a wall, which was built as a part of the original construction of a residential structure upon the properties, was built upon the boundary line between the above-described parcels of land; that is, on a line the starting point of which is 40 feet from Yonkee Avenue on the boundary line between the above-described parcels extending 48 feet further along the boundary line toward the alley;

The parties hereby agree as follows:

1. The said wall built upon the boundary line shall be deemed to be a party wall in all respects.
2. Both owners shall be entitled at any time hereafter to use the party wall.

3. The cost of reasonable repair and maintenance of the party wall and the roof over it shall be shared by the owners. If the party wall is destroyed or damaged by fire or other casualty, either owner may restore it. If the other owner thereafter makes use of the wall, he or she shall contribute to the cost of restoration thereof, without prejudice to the right of recovery by one owner from the other for negligence resulting in damage to the wall.

4. An owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of either owner to contribution from the other owner under this Agreement shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of May, 1992.

Billy Dee Perkins
Billy Dee Perkins
Emily F. Perkins
Emily F. Perkins

FEDERAL NATIONAL MORTGAGE
ASSOCIATION

By: _____
Attorney-in-Fact

WITNESSES:

[Signature]

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT
By: Federal Housing Commissioner

By: Kaplan (S/A) 201
Supervisor

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
2nd day of June, 1992, by Billy Dee Perkins.

My commission expires: Aug 31, 1992



Ann Baker
 NOTARY PUBLIC

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
 day of May, 1992, by Emily F. Perkins.

My commission expires: 12/14/96



Tom Kamin
 NOTARY PUBLIC

STATE OF _____)
 : SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____
 day of _____, 199____, by _____,
 of _____, who acknowledged himself to be
 the attorney-in-fact for the Federal National Mortgage Association
 and acknowledged that he executed the same as the act of his
 principal for the purposes therein contained.

NOTARY PUBLIC

My commission expires: _____

STATE OF COLORADO)
 : SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me the 16th
 day of June, 1992, by Karen Lamm
 as Secretary for and on behalf of the
 Secretary of Housing and Urban Development, under authority and by
 virtue of the Code of Federal Regulations, Title 24, Chapter 11,
 Part 200, Subpart D.



My commission expires: _____



Karen Lamm
 NOTARY PUBLIC