

Melissa Ellen Shanor, deceased, personally known to me to be such person and such administrator, and acknowledged that he was at the time of the execution of said deed and is now the duly appointed, qualified, and acting administrator of the Estate of Melissa Ellen Shanor, deceased, and that he signed, sealed, and executed the said instrument as such administrator freely and voluntarily for the uses and purposes therein set forth and that he had been therebefore duly authorized to execute said instrument by the District Court of Sheridan County, Wyoming, in an order duly and regularly entered in the matter of said Estate.

My commission expires February 8, 1912

(seal)

Given under my hand and Notarial seal this 3rd day of August, A.D. 1910.

Herbert E. Zullig

Notary Public

O.P. Hanna, Treas.

to
John D. Helvey
Filed 4.00 P.M.
Sept 25th 1910
#39405

TAX DEED

KNOW ALL MEN BY THESE PRESENTS, That whereas, the following described real property, viz: Lot One (1), Block Five (5) of the Woods Addition to the Town, now City of Sheridan, Wyoming, situate in the County of Sheridan, State of Wyoming, was subject to taxation for the years A.D. 1905 & 1906; and whereas the taxes assessed upon said real property for the year aforesaid, remained due unpaid at the date of such sale herein

after named, and whereas the treasurer of said county did on the 29th day of June A.D. 1907 by virtue of the authority vested by law, at (an adjourned sale) the sale, and publicly held on the 29th day of June A.D. 1907, expose to public sale at the Court house, or building used as a county court house, in the county aforesaid, in substantial conformity with all the requisitions of the statute in such cases made and provided, the real property above described, for the payment of the taxes, interest and cost then due, and remaining unpaid on said property, and whereas at the time and place aforesaid, John D. Helvey of the County of Sheridan and of Wyoming having offered to pay the sum of forty-three cents, being the whole amount of taxes, interest and costs then due and remaining unpaid on said property for the years 1905 and 1906 which was the least quantity bid for, and payment of said sum having been made by him to the said treasurer the said property was stricken off to him at that price, and whereas three years having elapsed since the date of said sale, and the said property has not been redeemed therefrom, as provided for by law; now, therefore, I, O.P. Hanna, Treasurer of the county aforesaid, for and in consideration of the said sum to the treasurer paid as aforesaid, and by virtue of the statute in such cases made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said John D. Helvey his heirs and assigns, the real property last hereinbefore described, to have and to hold unto him, the said John D. Helvey, his heirs and assigns forever, subject however, to all the rights of redemption provided by law.

In witness whereof I, O.P. Hanna, Treasurer, as aforesaid, by virtue of the authority aforesaid, have hereunto subscribed my name on this 25th day of Sept A.D. 1910

O.P. Hanna

County Treasurer

THE STATE OF WYOMING,

S.S.

County of Sheridan

I hereby certify that before me, the undersigned L.B. Glafcke Clerk of Court in and for said County, personally appeared the above named O.P. Hanna, treasurer of said county, at the date of the execution of the above conveyance, and known to me to be the identical person whose name is affixed to, and who executed the above conveyance, as treasurer of said county, and who acknowledges the execution of the same to be his voluntary act and deed, as treasurer of said county, for the purposes therein expressed.

Given under my hand and official seal this 26th day of Sept A.D. 1910.

L.B. Glafcke

Clerk of the District Court

(seal)

PARTY WALL AGREEMENT

John B. Kendrick

to
C.B. Godwin & Willard Waldo
Filed 11.10 A.M.
Sept 28th 1910
#39413

THIS AGREEMENT, Made and Entered, this 24th day of September, 1910 by and between John B. Kendrick, of Sheridan, Wyoming, party of the first part, (hereinafter called the first party) and C.B. Godwin and Willard Waldo, of the same place, parties of the second part, (hereinafter called the second parties);

Witnesseth: That Whereas, the second parties are about to erect a two story brick building on the following described real estate in Sheridan, Wyoming, to-wit, Commencing at a point Seventy-four feet Six inches south of the North-west corner of lot Twenty-one of Block Seven of Grinnell Addition to the City of Sheridan, Wyoming, on the East line of Main Street, at the center of the south wall of the Kendrick building, thence running East a distance of seventy-five feet to the east line of Lot seventeen of said Block, thence running south twenty-five feet six inches to a point, thence running west seventy-five feet to Main Street, thence north along the east side of Main street twenty-five feet and six inches, to the place of beginning, the said tract of land being twenty-five feet six inches wide and seventy-five feet in length, and being a part of Lot seventeen, and nineteen and twenty-one of said Block seven; and

Whereas, the first party is the owner of all the rest of said lot seventeen, nineteen and twenty-one, lying south of the above described parcel of land; and

Whereas, the said parties are desirous of entering into a party wall agreement whereby one-half of the south wall, foundation and foundation footing of the building to be built by the second parties shall be placed on the land of the first party, the said first party to pay for that part of said wall, foundation and foundation footing, situated on his land, whenever

whenever the first party shall hereafter construct a building upon the said land owned by him, the said wall to be two stories high above the ground and sixty-two feet, more or less, in length.

NOW THEREFORE, the first party, in consideration of the premises, and the sum of One Dollar to him in hand paid by the second parties, the receipt whereof is hereby acknowledged, hereby grants and conveys to the second parties, their heirs and assigns, the right and easement to build one-half of the south wall, foundation and foundation footing of the building intended to be erected by the second parties on their land, hereinbefore described, on the said land of the first party, it being understood and agreed by and between said parties that the brick wall above the ground shall be 13 inches in thickness; the foundation shall be 16 inches in thickness and the foundation footing shall be 30x10 inches in thickness. The first party covenants and agrees that if at any time hereafter he, or his heirs or assigns, shall erect a building upon his said land he will pay to the second parties the cost of building the one-half of said wall, foundation and foundation footing, situated upon his land as aforesaid; the cost thereof to be determined in the following manner, to-wit: if the first party cannot agree with the second parties then and in that event each party hereto shall appoint one disinterested appraiser and the two appraisers so selected shall appraise and fix a sum which shall represent the cost of the south half of said wall foundation and foundation footing situated on the property of said first party, and when said sum is so ascertained, fixed and certified by said appraisers the first party shall pay said amount forthwith to the second parties. The second parties covenant and agree that said wall, foundation, and foundation footing shall be built of good material and in a first class workmanlike manner.

It is further understood and agreed by and between the parties that upon the construction of a building by the first party, as aforesaid, and the ascertainment and appraisal of one half of the wall, as aforesaid, and the payment of the cost thereof, as hereinbefore provided, then the first party shall be and become the owner of the south one-half of said wall, foundation and foundation footing and shall then have the right to use the said wall jointly with the second parties for building purposes.

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

WITNESS our hands this 24th day of September, 1910.

Witness
Chas. A. Kitcher

Willard Waldo
C. B. Godwin
J. B. Kendrick

The State of Wyoming

S.S.

County of Sheridan

I Chas. A. Kitcher, a notary public in and for said County, in the State aforesaid, do hereby certify that John B. Kendrick, C.B. Godwin and Willard Waldo, who are personally known to me to be the same persons described in the foregoing instrument and whose names are subscribed thereto, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires on the 28th day of October, 1911.

(Seal) Given under my hand and notarial seal this 24th day of September 1910.

Chas. A. Kitcher

Notary Public

O.P. Benefiel Sheriff
to
M.B. Camplin
Filed 4.00 P.M.
Oct 3rd 1910
#39456

CERTIFICATE OF SALE

IN THE DISTRICT COURT
OF SHERIDAN COUNTY, WYOMING

M.B. CAMPLIN
PLAINTIFF

VS

LEO POLASKY

DEFENDENT

CERTIFICATE OF SALE, REAL ESTATE

IN DUPLICATE

This is to certify that pursuant to an order of sale issued out of the district Court of Sheridan County, Wyoming August 8th 1910, in the above entitled case, commanding me to sell the attached property of the defendant in said cause, to-wit: Lot 4, in Block 7, Gillette Second addition to the City of Sheridan Wyoming, to satisfy a judgement in favor of the plaintiff against the defendant in said cause, the sum of \$214.60 and costs and accruing costs, the said property to be sold as upon execution, of the Court House of said County, at 11 o'clock, a.m. on September, 21st 1910, for six consecutive weeks in Sheridan Enterprise, a weekly newspaper, of general circulation, published in said County, a copy of which said notice is attached to the return of the officer to said order of sale, I did at that time and place aforesaid, and pursuant to said order of sale and said notice of publication, sell said described property to M.B. Camplin the judgement plaintiff, for the sum of \$214.60 and costs \$16.25, amounting to the sum total of \$230.85 he being the highest bidder therefor. That said M.B. Camplin shall be entitled to a Sheriff's deed for the said property unless the same shall be redeemed as specified by law, March 21, 1911.

Given under my hand this 29th day of September, 1910.

O.P. Benefiel

Sheriff of Sheridan County, Wyoming