

they signed, sealed and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

And I further certify that Sophia Emms, wife of the said A.B.M. Emms was by me first examined separate and apart from her said husband, in reference to the signing and acknowledging of said deed, the nature and effect of said deed being explained to her by me and that she being fully apprised of her right and of the effect of signing and acknowledging the said deed, did sign the same while so separate and apart from her said husband, and did then acknowledge that she freely and voluntarily signed and acknowledged the same, including the release and waiver of the right of homestead.

My commission expires on the 16th. day of November A.D. 1911.

Given under my hand and notarial seal, this 8th day of February, A.D. 1909.

Seal.

D.C. Wenzell

Notary Public.

Frank Eyehaner
to
The Public
Filed 2:55 P.M.
Feby. 19, 1910.
#37588.

AFFIDAVIT

I, Frank Eyehaner, of San Diego, San Diego County, California, do hereby say and affirm that the deed given to me by Oscar Nelson, and his wife Edith Nelson prior to October 30th, 1909, for lots numbers nine (9) and eleven (11), block two (2), of Grinnell Addition to the Town of Sheridan Wyoming, has disappeared and been lost in some unaccountable manner, and after careful search I have been

unable to find it, and I ask that a new deed be issued in lieu thereof by Oscar Nelson and his wife Edith Nelson for the above described tract of ground thereby absolving the grantors from the responsibility resulting from the issuance of said lost deed.

Witness Sylvester Artley Signed Frank Eyehaner

Signed and subscribed before me this 17th day of January 1910. My commission expires Feb. 12- 1912.

Sylvester Artley

Notary Public in and for the County
of San Diego, California.

Seal.

Frank Eyehaner
and
A.D. Flores.
Filed 11:30 A.M.
Feby. 21, 1910.
#37600.

AGREEMENT FOR PARTY WALL

This contract agreement and indenture made this 15th. day of November, 1909, between Frank Eyehaner, of the County of San Diego State of California, party of the first part; and A.D. Flores of the County of Sheridan, State of Wyoming, party of the second part:-

WITNESSETH:- That for and in consideration of the covenants and agreements hereinafter set forth faithfully to be kept and performed by the said party of the second part the said party of the first part does demise forever, the right to build, maintain and use a partition wall and basement foundation of the same upon so much of lot eleven (11), in block two (2) of the town (now city) of Sheridan, Sheridan County, Wyoming as may be necessary therefor; however, not exceeding one half of the width of the said wall so to be constructed along the division line between lots thirteen (13) and eleven (11) in said block two (2), in said Grinnell addition to Sheridan as aforesaid, beginning at a point on the said division line of said lot where said lot line leaves the front of said lot it being the southwest corner of lot eleven (11) and the northwest corner of lot thirteen (13), thence running east along said line of lots eleven and thirteen seventy (70) feet more or less.

The said party of the first part for himself, his heirs, executors, administrators and assigns hereby agree as a covenant running with said land lot eleven (11) that neither he nor his heirs or assigns shall use or utilize or be entitled to utilize the said partition wall and foundation in any building which may be hereafter constructed on the said lot eleven (11) until the said party of the first part, his heirs or assigns, shall first pay to said second party his heirs, executors, administrators or assigns, one half of the cost of construction of the said wall and foundation to-wit:- the sum of five hundred and seventy-five hundredths dollars (\$507.75), which said sum shall become due and payable to said second party, his heirs or assigns without interest, at the time of commencement of any building which may hereafter be built on said lot eleven (11), and for which the said lot shall be held but upon payment of which said sum it is expressly understood and agreed as a part of the consideration hereof that an undivided one half interest in and to said partition wall and foundations shall at once pass through and become the property of the said Frank Eyehaner, his heirs or assigns forever.

For and in consideration of the foregoing premises, covenants and agreements faithfully to be kept and performed, which are understood excepted and agreed to by the party of the second part, and in consideration thereof the said party of the second part does hereby agree to build and construct the said partition wall and foundations hereinbefore described in a good and workman like manner, furnishing all materials and labor therefor, and to receive from the said first party, his heirs or assigns at the time and in the manner hereinbefore stated the sum of Five hundred and seventy five cents (\$507.75), being one half of the costs therefor as payment for an undivided one-half interest therein and upon the payment of said sum to the said second party, his heirs, executors, administrators or assigns, this instrument shall operate as a transfer of an undivided one half

interest in and to said partition wall and foundation wall to the person or persons, company or corporations, in whose name the said lot eleven, may at the time of such payment be as shown by the records of Sheridan County, Wyoming, and upon such payment as aforesaid to be made this instrument shall further operate as a demise from the said second party, his heirs, executors, administrators or assigns, to the person or persons, company or corporations, in whose name the said lot eleven (11) may be at the time of such payment as shown by the records of Sheridan County Wyoming of the right for said foundation and partition wall to stand and rest on that portion of said lot thirteen (13) so occupied by said foundation wall, also an undivided right to the possession and use of of said wall.

Witness D.L.Hoover
C.P.Story.

Frank Eychaner.
A.D.Flores

State of Wyoming) ss.

County of Sheridan) I, C.P.Story, a notary public in and for said county and state aforesaid do hereby certify that the said A.D.Flores personally known to me the person who subscribed the foregoing instrument of writing, personally appeared before me this day and acknowledged that he signed, executed and delivered the same as his free and voluntary act and deed, for the uses and purposes herein set forth.

Given under my hand and official seal this 15th, day of November, 1909.

My commission expires June 4th. 1910.

C.P.Story, Notary Public. (Seal)

State of California) ss.

County of San Diego) I, Sylvester Artley a notary public in and for said county and state aforesaid, do hereby certify that the said Frank Eychaner, personally known to me to be the person who subscribed the foregoing instrument of writing, personally appeared before me this day and acknowledged that he signed, executed and delivered the same as his free and voluntary act and deed, for the uses and purposes herein set forth.

Given under my hand and seal this 7th day of November 1909.

(Seal)

Sylvester Artley, Notary Public in and for the County of San Diego State of California.

My commission expires Feb.12 1912.

Frank E.Wunderlich
and
Capitola M.Wunderlich
to
W.C.Burnett and Company.
Filed 11:00 A.M.
Feb. 23, 1910
#57610.

QUITCLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS: That Frank E.Wunderlich and Capitola M.Wunderlich his wife of the County of Sheridan and State of Wyoming in consideration of One dollar and other valuable considerations to them in hand paid by W.C. Burnett and Company the receipt whereof is hereby confessed and acknowledged, have remised, released and forever quit-claimed and by these presents do for themselves, their heirs, executors, administrators, remise, release and forever

quitclaim unto the said W.C.Burnett and Company their heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand as they have or ought to have, in or to all the following described premises, to-wit: The north Eleven feet and five inches of lot six block three of the Original Town (now city) of Sheridan Wyoming. Together with all improvements thereon.

This deed is given to correct clerical error in deed given by above grantors to George Holstein and Thomas Christian said deed dated Jun. 29-1892 and recorded in Book "B" of deeds of page 223 of the records of Sheridan County, Wyoming, wherein said deed was dated Jun 29-1892 and acknowledged Jun 28- 1892. Said deed conveyed lot 6 in block 3 in the Original Town of Sheridan, Wyoming.

TO HAVE AND TO HOLD the said premises unto the said W.C.Burnett and Company their heirs and assigns to his and their own proper use and behoof forever. So that neither Frank E.Wunderlich and Capitola M.Wunderlich or any other person in their name or behalf, or either of us, or any other person in our or either of our names and behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In witness whereof we have hereunto set our hands and seal the 16 day of February A.D.1910.

Signed Sealed and delivered
in presence of O.N.Anderson.

Frank E.Wunderlich
Capitola M.Wunderlich

State of Wyoming) ss.

County of Sheridan) I, C.V.Davis a Notary Public in and for said county, in the state aforesaid, do hereby certify that Frank E. Wunderlich and Capitola M. Wunderlich his wife personally known to me to be the identical 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, for the uses and purposes therein set forth.

My commission expires on the 17th. day of March A.D.1913.

Given under my hand and notarial seal this 16 day of February A..D.1910.

(Seal)

C.V.Davis,
Notary Public.