

WARRANTY DEED RECORD NO. 24

Revenue Stamps
 SEAL ^{\$ 50} 2/1/38/ G.L.
 Louis J. O'Harr
 Notary Public
 My commission expires June 28th, 1938.

AGREEMENT

J. FRANK HEALD
 TO
 JOHN J. BENTLEY
 FILED 2:45 P. M.
 FEBRUARY 1, 1938
 NO. 103344

KNOW ALL MEN BY THESE PRESENTS:- THAT

WHEREAS, J. FRANK HEALD, to be designated as party of the first part herein, is possessed and owns in fee simple the South Nineteen and one-half feet, (S.19½) of Lot Twelve, and the North Six (6) feet of Lot Thirteen; and JOHN J. BENTLEY, to be designated as party of the second part herein, is possessed of and owns the North Twenty-two feet, (N.22) of the south Twenty-seven feet (S.27) of Lot Thirteen: both above mentioned lots 12 and 13 being in Block Two, as marked and numbered on the plot of the ORIGINAL TOWN, now City, of Sheridan, Sheridan County, Wyoming, as the same is now on file in the office of the county clerk of Sheridan county, Wyoming: AND WHEREAS the south line of said Heald's property, and the north line of said Bentley's property as above described are identical, the said line or lines will be designated as the common line: And Whereas there is now erected on said both properties a two story brick buildings or buildings facing Main street on the east in Sheridan, Wyoming, with stores on the first floor and rooms and offices on the second floor:

And Whereas the aforesaid common line is the center line of a flight of stairs leading from Main Street to the hall-way at their top, which hall-way, for purposes of this Deed and Covenant, is of same width as said stairway, and runs directly west to the rear of said building and to a rear doorway therein, said common line being also the center line of said hall-way, and also the center line of a foundation and party wall, running west the depth of said building as originally constructed, and one story high; and whereas said stairway and said hall-way are four feet and six inches wide, the north two feet and 3 inches being on and over the said property of said Heald, and the south two feet and 3 inches being on and over the said property of said Bentley:

And Whereas said stairway and hallway and foundation and party wall have since the erection of said building been used in common by the parties hereto and their lessees and customers and the public as the only means of access to the second floor from said Main street: and whereas it is the intention of the parties hereto to establish a permanent status between them of their above properties with reference to said stairway and hallway and foundation and party wall, and to that end to grant and convey each to the other an easement in said stairway and hallway and foundation and party wall, that shall be appurtenant to and run with said respective properties:

NOW THEREFORE the said J. FRANK HEALD grants and conveys to said JOHN J. BENTLEY, his heirs, executors, administrators, grantees and assigns; and the said JOHN J. BENTLEY grants and conveys to said J. FRANK HEALD, his heirs, executors, administrators, grantees and assigns; the free, perpetual and uninterrupted use, for all laudable and legitimate purposes, of said stairway, and hallway, and foundation and party wall; also the right and privilege to place and maintain signs, etc. to be used in such manner as not to interfere with or obstruct the travel up and thro. said stairway and hallway; also granting and conveying, in case said buildings are destroyed by fire, or in case said stairway, or hallway, or foundation and party wall are thus or otherwise destroyed, to use and occupy said four feet and six inches now taken up by said stairway and hallway

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for all purposes analogous to their present use pending rebuilding and restoration. And each of said grantors reserves to himself, his heirs, executors, administrators, grantees and assigns, a like easement and privilege in the premises he hereby conveys, and in a like contingency. In consideration of the aforesaid grant and conveyance by J. Frank Heald to John J. Bentley of an easement in said foundation and party wall, the said John J. Bentley, grants hereby to J. Frank Heald, his heirs, executors, administrators, grantees and assigns, the right to maintain, if he chooses, the rear stairway now existing, and leading from the rear door of the building to the ground below, which stairway is located on the above described lands of John J. Bentley, until such time as said Bentley his heirs, executors, administrators, grantees or assigns, shall erect, or begin to erect a building thereon to cover said ground now occupied by said stairway. The parties hereto bind and obligate their heirs, executors, administrators, grantees and assigns to the fulfillment of all the terms and covenants of this Deed and Covenant. It is further agreed by and between the parties hereto that the expense of maintaining or restoring the said first named stairway, hallway, and foundation and party wall shall be born equally between them. IN WITNESS WHEREOF, the parties hereto have affixed their names this 23rd day of January, 1938.

J. Frank Heald

John J. Bentley

Signed in presence of
Greta Doyle
STATE OF WYOMING
COUNTY OF SHERIDAN, SS

I, Robert P. Parker, hereby certify that there appeared before me on the 23 day of January, 1938, J. Frank Heald and John J. Bentley, personally known to be the identical persons mentioned as parties to above deed and Covenant, and each acknowledged that he signed the said above instrument as his free and voluntary Act and Deed. Witness my hand and Notarial seal this 23 day of January, 1938.

Robert P. Parker

Notary Public

SEAL

My commission expires Aug. 1, 1938.

SHERIFF CERTIFICATE AND
AFFIDAVIT OF SALE
GEORGE LORD, AS SHERIFF
TO
FLORA L. ROUGH
FILED 12:15 P. M.
FEBRUARY 2, 1938
NO. 103358

CERTIFICATE AND AFFIDAVIT OF SALE OF REAL ESTATE
SOLD ON MORTGAGE FORECLOSURE UNDER POWER OF SALE CON-
TAINED IN MORTGAGE DEED MADE BY FRED H. MORRIS AND
WIFE ELIZABETH MORRIS, MORTGAGORS, TO ARTHUR H. ROUGH,
MORTGAGEE.

STATE OF WYOMING }
COUNTY OF SHERIDAN } 388

George Lord, being first duly sworn according to law, on oath deposes and says, and alleges and certifies as follows:

That this affiant was at the time of the sale hereinafter mentioned, and ever since has been and now is the duly elected, qualified and acting Sheriff of Sheridan County, Wyoming.

That on the 3rd day of January, 1931, Fred H. Morris and Elizabeth Morris, husband and wife, for value received, did make, execute and deliver, as mortgagors, to