

Wm. Burton
County Recorder

Party Wall Agreement And Conveyance

This Agreement, made and entered into this 30th day of August, A.D. 1907, by and between Ephraim D. Sutton and Fannie Sutton his wife, the parties of the first part and of W. D. Dargenfield and Alice D. Dargenfield his wife, the parties of the second part, all of Provo, Utah County, State of Utah, Witnesseth:

Whereas, the said parties of the first part are now the owners in fee of the following parcel of land, in Provo, Utah County, State of Utah, to-wit:

Commencing 6 rods South of the North East corner of Block 6 in Plat A Provo City Survey of Building Lots; thence West 12 Rods; thence South 3 rods; thence East 12 rods; thence North 3 Rods to the place of beginning.

And whereas, the said parties of the second part are the owners in fee, of the following parcel of land in Provo, Utah County, State of Utah, immediately contiguous and adjoining the said lands of the parties of the first part on the south side, to-wit: Commencing at the Southeast corner of Lot 8 Block 6, Plat A Provo City Survey, thence West 12 Rods; thence North 3 Rods, thence East 12 Rods, thence South 3 Rods to beginning.

And whereas the said parties of the first part have a two story brick building situated on their said parcel of land aforesaid.

And whereas the said parties of the second part desire to erect a two story brick building on their said parcel of land and are desirous of attaching their said building to the said building of the parties of the first part and to use the said wall of the building of

the parties of the first part. Therefore, the parties of the first part, do hereby for and in consideration of the sum of Two Hundred and Forty Six Dollars lawful money of the United States, to them in hand paid by the said parties of the second part at or before the execution and delivery of these presents, the receipt of which is hereby duly acknowledged by the parties of the first part, do hereby for themselves, their heirs, executors, administrators and assigns, covenant and agree to and with the said parties of the second part, their heirs and assigns forever, that they the said parties of the second part, their heirs and assigns shall and will, and may in erecting their said building on the said lands of the parties of the second part, freely and lawfully, but in a workmanlike manner and without interruption, molestation or hindrance of or from the parties of the first part, make use of any and all ground now lying south of said wall of the parties of the first part, commencing at the southeast corner of said wall of the parties of the first part and running thence west 80 feet, belonging to the parties of the first part, the same being a strip of land about twelve inches in width by 80 feet in length, for the erection and construction of the said building of the parties of the second part. Provided, however, that the parties of the second part shall and will in the construction of their said building close up in a good workman like manner all windows in the said wall of the parties of the first part with good substantial brick and mortar so as to leave the wall of the said parties of the first part on the north side thereof of good and free from projections, and provided

Mortgage Record 118

Further, that the parties of the second part shall and will so reconstruct the roof of the building of the parties of the first part, so that all water or snow will drain therefrom readily and without damage to the said building of the parties of the first part, and onto the premises of the parties of the second part, all of which shall be immediately done and performed upon the completion of the building of the parties of the second part, and at the expense of the parties of the second part in a good workmanlike manner.

And further, it is mutually agreed between the parties hereto, that should the said wall now the south wall of the building of the parties of the first part and being declared to be a party wall, at any future time or times be injured or destroyed, either by decay, lapse of time, fire, accident or other cause whatever so as to be either required to be repaired or rebuilt, in whole or part, then in such and every case, the parties hereto, by these presents, for themselves respectively, and their respective heirs and assigns forever mutually covenant and agree, to and with each other, and for their respective heirs and assigns forever, mutually covenant and agree to and with each other, and for their respective heirs and assigns forever, that such reparation and rebuilding, as the case may be, shall be at the mutual joint and equal expense of the parties hereto, their respective heirs and assigns forever, and as to all coping on said party wall each of the parties hereto, each of the parties hereto shall pay one half of repairing the same or rebuilding, as the case may be, and in every case of reparation or rebuilding of said wall should the same be necessary and proper, and either party his or their heirs and assigns, request the other to maintain the same, and to contribute

Mortgage Record 118

to the expense thereof, and according to the true intent and meaning of these presents the other party, after the refusal or neglect of the other party, to contribute to the expense thereof, may cause such reparation or rebuilding to be made or done, and charge the other party, his or their heirs and assigns forever with the proportion of the expenses, costs and charges thereof, according to the true intent and meaning of this agreement; and in every case of reparation or rebuilding, as the case may be, such repair or rebuilding shall restore said party wall to the state and condition in which the same now is and is to be placed, in all respects as nearly as may be; and in every case of reparation or rebuilding the said wall shall be placed upon the same spot as is now in this agreement provided for and the same now stands, and shall be of the same size and materials as now, so far as the materials therein may go, and as to deficiency, with other material of the same kind and quality as the present building. It being further in the manner mutually understood and agreed by and between the parties hereto, that this agreement shall be perpetuated, and run with the land, and be obligatory upon the heirs and assigns of said parties, respectively forever, and in all cases and upon all occasions shall be construed with a covenant running with the land.

In witness whereof, the parties hereto have hereto subscribed their names and affixed their seals, the day and year herein first above written.

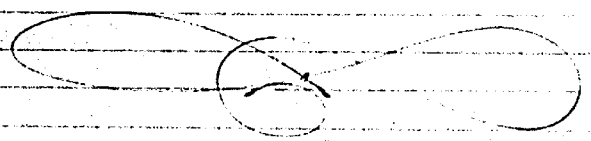
E. D. Sutton (Seal)
 Fannie Sutton (Seal)
 J. W. Dangerfield (Seal)
 Alice D. Dangerfield (Seal)

Mortgage Record 118

County of Utah) ss.
 State of Utah On this 31st day of August
 A. D. 1909 personally appeared before me,
 Ephraim D. Sutton and Fannie Sutton his wife
 & W. Hangerfield and Olive B. Hangerfield, his
 wife, the signers of the above and foregoing
 instrument who each duly acknowledged to
 me that they executed the same.

Ephraim D. Sutton
 Fannie Sutton
 W. Hangerfield
 Olive B. Hangerfield
 Edmer E. Corfman
 Notary Public.

My commission expires Feb. 28th 1913.



Mortgage

Wilford F. Miles and Petrea Miles, his
 wife, mortgagors of Provo City, Utah County
 State of Utah hereby mortgage to The State
 Bank of Iowa, a corporation mortgage of Provo
 City, Utah County, Utah for the sum of
 (\$800.00) Eight Hundred Dollars the following
 described tract of land in Utah County, State
 of Utah:

Commencing 7.61 chains west of the N.E. corner
 of the N.W. 1/4 of Sec. 19, Tp. 7 S., R. 3 E., S. 5 N., thence
 South 1 chain, thence South 17° 40' E. 14.89
 chains, thence South 5.00 chains, thence West
 0.37 chain, thence North 5.00 chains, thence North
 17° 40' West 14.89 chains, thence North 6.00 chain
 thence East 0.37 chain, thence South 5.00 chain
 to place of beginning, area 1.00 acre, more or less
 together with a right of way leading to said
 lands from the east side. Also an undivided
 one-half interest in and to the following described
 lands to-wit:

Commencing at the North West corner of
 the Southwest corner of the Southwest 1/4 of the
 North East 1/4 of said Section 19, thence North 0.37

No. 137 Filed Dec 17-1909

This mortgage is subject to the unpaid balance of the mortgage made by Ephraim D. Sutton and Fannie Sutton his wife & W. Hangerfield and Olive B. Hangerfield his wife to The State Bank of Iowa, a corporation, dated August 31, 1909, in and to the mortgage record in Utah County, Utah, Book No. 1243, page 118.