

#239 of Liens and Leases.

Recorded at the request of J. Albert Smith, April 18, 1940, at 1:15 P. M., in Book #239 of Liens and Leases, pages 452-53. (Recording fee paid \$1.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: D-35, 150, 4; Misc. Index #3.)

#678681

AFFIDAVIT

STATE OF UTAH )  
County of Salt Lake )ss

R. E. McCONAUGHY, being first duly sworn on his oath, deposes and says: That he is a citizen of the United States of America, over the age of 21 years, and a resident of Salt Lake County, State of Utah; And that he is one and the same person, as ROBERT E. McCONAUGHY, and R. E. McConaughy Jr.

NOTE: This affidavit is given in connection with property described as: Virginia Heights addition a sub-division of a part of the Northwest quarter of the Southwest quarter of Section 33, Township one North, Range one East, Salt Lake Base and Meridian.

R. E. McConaughy  
R. E. McConaughy

Described and sworn to before me this 16th day of April A. D. 1940.

My commission expires  
April 16, 1942

BERNARD C. BROWN  
SEAL NOTARY PUBLIC  
COMMISSION EXPIRES  
APRIL 16, 1942  
SALT LAKE CITY, STATE OF UTAH

Bernard C. Brown  
Notary Public Residing in  
Salt Lake City, State of Utah

Recorded at the request of McConaughy Real Estate and Investment Company, April 18, 1940, at 2:08 P.M., in Book #239 of Liens and Leases, page 453. Recording fee paid 70¢. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by P. E. Sanway, Deputy. (Reference: S-34, 203, 8; Misc. Index #3.)

#678695

PARTY WALL AGREEMENT

This agreement made on the 6th day of March, A. D. 1940, between J. R. Thompson and W. S. Thompson, his wife, of 432 South Hewitt Street, Los Angeles, California, as party of the first part and the Brooklawn Creamery Company, a corporation of Utah, of 250 South First West, Salt Lake City, Utah, party of the second part and Walker Bank & Trust Company, a corporation, of Main and Second South Streets, Salt Lake City, Utah, party of the third part, Witnesseth:

That whereas, the party of the second part is the owner of a certain tract and parcel of land which commences at the Southeast corner of Lot 1, Block 40, Plat "A" of the Salt Lake City Survey and extends West 73 feet from said point and North from said point 103.625 feet, and

Whereas, the party of the first part is the owner of a parcel of land immediately west and adjoining the land of said second party and upon which said first party's land is erected a certain building said parcels of land being on the northwest corner of the intersection of First West and Third South Streets in Salt Lake City, Utah, said first party's east wall being upon the dividing line between said adjoining parcels of land and running parallel north and south a distance from Third South Street north 95 1/2 feet, and,

Whereas, the party of the third part now holds a mortgage upon the premises owned and controlled by said first party, and

Whereas, the parties hereto wish that said east wall of said first party's building shall become a party wall between said adjoining parties, and,

Now, Therefore, in consideration of the premises and of the transfer to said first party of a perpetual easement and right of way over certain land on the north of said second party's tract of land and evidenced by a Quit-Claim Deed to said first party by said second party the said party of the first part for himself, his executors, administrators and assigns and the said party of the second part for himself his executors, administrators and assigns agree each with each other as follows:

That said first party hereby gives and grants and conveys to said second party a one-half interest in and to said east wall of said first party's building together with the land upon which said wall stands and hereby gives, grants and conveys to said second party the right to the use of said wall in the erection of said second party's building on said second party's property to the east of and adjoining the property of the first part and hereby gives, grants, conveys and authorizes said second party to use said wall as the west wall of said second party's building and to permit any use necessary and incident to the erection of said second party's building including the attaching to and the resting of the roof of said second party's building upon the wall of said first party and all things necessary and incident to the attaching on and the use of said wall for said second party's building at any time said second party shall desire to erect a building upon his said premises so adjoining said first party's land upon the east and that said wall shall become and remain a party wall between said parties, and;

It is further agreed that said parties or either of them may at any time extend said wall vertically and may make such extension of the same thickness in inches as the said wall is now built or may increase the thickness of said wall at either party's option, but if said wall is increased in thickness it can only be done with and by the consent of the party upon whose land the increase in width will occur, said consent to be had in writing first had and obtained.

Any extension or addition to said wall shall be built in a substantial and workman like manner and shall conform respectively to the laws regulating the construction of buildings in force at the time, and the party building any extension or addition to said

wall shall take all due measures, by carrying up flues or otherwise, to cause the least possible inconvenience to the other party and shall do whatever work is necessary to leave the building of the other party in as good condition as before.

The said party of the third part hereby accepts and consents to the terms and conditions of this agreement and subrogates its rights to the rights arising in said second party by the terms of this agreement and will hold its said mortgage subject to said agreement.

Said Second party hereby covenants and agrees in consideration of the transfer of said one-half interest in said party wall to it by the party of the first part to simultaneous herewith execute and deliver to the first party a quit-claim deed granting to said first party an easement over a certain trace of land on the north end of said second party's tract of land for the purpose of right of ingress and egress to and from said first party's building situated on the west side of said second party's plat of land, and said third party hereby recognizes said consideration for and on its behalf.

The agreements herein contained shall apply to and inure to the benefit of and be binding upon the heirs and assigns of each party as is specifically expressed throughout and shall be covenants running with the land, but the rights, duties and obligations hereunder of each party and of his heirs or his assigns shall cease with the termination of his, her or their ownership of said respective parcels of land except the duties and obligations growing out of any erection or use made during such ownership.

It is further agreed that no duty or obligation hereunder shall rest upon the second party or his executors, administrators or assigns as a result of the said mortgage of the party of the third part upon said first party's premises and said second party, its executors, administrators, successors or assigns shall be in no way obligated

APR 18 1940  
CORNELIA S. LUND  
RECORDER  
SALT LAKE COUNTY, UTAH

to said third party by reason of or on account of said mortgage and indebtedness upon said premises.  
 IN TESTIMONY WHEREOF, the respective parties hereto have hereunto set their hands to triplicate copies of  
 this agreement the day and year first above written.

J. E. Thompson  
 W. S. Thompson  
 Party of the First Part

BROOKLAWN CREAMERY COMPANY  
 a corporation,  
 BY Reed Stevens  
 Its President

Theo M. Merrill  
 Its Secretary  
 Party of the Second Part

WALKER BANK & TRUST COMPANY, a  
 corporation,  
 BY H. M. Chamberlain  
 Its President Vice-President  
 Edgar A. Bering  
 Its Cashier Secretary  
 Party of the Third Part

STATE OF UTAH )  
 COUNTY OF SALT LAKE ) SS.

On the 6th day of March, A. D. 1940, personally appeared before me Reed Stevens and Theo M. Merrill, the  
 President and Secretary respectively of the Brooklawn Creamery Company, a corporation, who each duly acknowledg-  
 ed to me that he signed and executed the within agreement by authority of a resolution duly passed by the  
 Board of Directors of said Brooklawn Creamery Company, a corporation and they each duly acknowledged to me

that said corporation executed the same.

E. LEROY SHIELDS,  
 SEAL NOTARY PUBLIC  
 SALT LAKE CITY, STATE OF UTAH

E. LeRoy Shields  
 Notary Public, Residing in  
 Salt Lake City, Utah

My commission expires  
 Oct. 3, 1940

STATE OF CALIFORNIA )  
 COUNTY OF LOS ANGELES ) SS.

On this 13th day of March, A. D. 1940, personally appeared before me J. E. Thompson and W. S. Thompson, his  
 wife, the signers of the within instrument who each duly acknowledged to me that they executed the same.

KARL F. EUPER  
 SEAL NOTARY PUBLIC  
 LOS ANGELES CO. CAL.  
 BUREKA

Karl F. Euper  
 Notary Public, Residing in  
 Los Angeles, California  
 My commission expires  
 My Commission Expires  
 Aug. 9, 1941.

STATE OF UTAH )  
 COUNTY OF SALT LAKE ) SS.

On this 17th day of April, A. D. 1940, personally appeared before me H. M. Chamberlain & E. A. Bering the  
 Vice President and Secretary ~~cashier~~ respectively of the Walker Bank & Trust Company, a corporation, who each  
 duly acknowledged to me that he executed the within agreement for and on behalf of said corporation by virtue of  
 a resolution duly passed by the Board of Directors of said corporation and they each duly acknowledged to me that  
 the corporation executed the same

S. A. NELLIGAN  
 SEAL NOTARY PUBLIC  
 COMMISSION EXPIRES  
 NOV. 7, 1942  
 SALT LAKE CITY--STATE OF UTAH

S. A. Nelligan  
 Notary Public Residing in  
 Salt Lake City, Utah  
 My commission expires  
 Nov 7 1942

Recorded at the request of Reed Stevens, April 18, 1940, at 2:44 P.M., in Book #239 of Liens and Leases, pages  
 453-54. Recording fee paid \$3.20. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Sam-  
 way, Deputy. (Reference: C-31, 252, 39.) EC.

#878680

REVOCAION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That whereas RECONSTRUCTION FINANCE CORPORATION, a corporation organized and  
 existing under and by virtue of an Act of Congress entitled "Reconstruction Finance Corporation Act", approved  
 January 22, 1932, in and by Power of Attorney bearing date the 27th day of October, 1933, did make, constitute,  
 and appoint ALLARD A. CALKINS and J. S. McCULLOUGH, JR., both of the City and County of San Francisco, State  
 of California, and each of them severally and not jointly, its true and lawful Attorneys for it, and in its name  
 and stead to satisfy, discharge or release any chattel mortgage, real estate mortgage, or other instrument  
 creating a lien securing any evidence of indebtedness held by said RECONSTRUCTION FINANCE CORPORATION, and to as-  
 sign any chattel mortgage real estate mortgage, or other instrument creating a lien securing any evidence of in-  
 debtedness held by said RECONSTRUCTION FINANCE CORPORATION, as by the aforesaid Power of Attorney may more fully  
 and at large appear;

NOW BE IT KNOWN that the said RECONSTRUCTION FINANCE CORPORATION has revoked and terminated, and by these  
 presents does revoke and terminate the said Power of Attorney above mentioned as to said ALLARD A. CALKINS, and  
 all power and authority thereby given, or intended to be given, to the said ALLARD A. CALKINS, but hereby contin-  
 uing said Power of Attorney in full force and effect as to the authority of the said J. S. McCULLOUGH, JR.  
 thereunder; and

FURTHER giving and granting unto the said J. S. McCULLOUGH, JR. power and authority to do and to perform all  
 and every act authorized by said Power of Attorney, and hereby ratifying and confirming all that said J. S.  
 McCULLOUGH, JR. shall lawfully do, or cause to be done, by virtue of said Power of Attorney.

This revocation shall not, however, affect the validity of any or all acts heretofore lawfully done, or  
 caused to be done, by said ALLARD A. CALKINS by virtue of said Power of Attorney.

IN WITNESS WHEREOF, RECONSTRUCTION FINANCE CORPORATION has caused its corporate name to be subscribed here-  
 to by its Treasurer and its corporate seal to be hereunto affixed and attested by its Secretary on this 22nd day  
 of March, 1940.

(SEAL)  
 ATTEST:  
 G. E. Cooksey  
 Secretary

RECONSTRUCTION FINANCE CORPORATION  
 ACT OF CONGRESS  
 JAN. 22, 1932

RECONSTRUCTION FINANCE CORPORA-  
 TION  
 By H. A. Malligan  
 Treasurer