

1010008

Recorded at Request of Beverly H. Bayley JUN 27 1961  
at 9:07 AM Fee paid \$ 2.50 13 No. Main St. Midvale, Utah  
Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By George N. Hancock, Dep. Book 864 Page 424 Ref. \_\_\_\_\_  
A \_ \_ \_ \_ \_

THIS INSTRUMENT, made and entered into on the 13 day of June, 1951, by and between WILLIAM J. WILKINS and VERONICA B. WILKINS, his wife, of Midvale, County of Salt Lake, State of Utah, hereinafter designated as the "Parties of the First Part", and JOE RUDY and ANNA RUDY, his wife, of Midvale, County of Salt Lake, State of Utah, hereinafter designated as the "Parties of the Second Part";

WILKINS, under date of April 19, 1947, the parties made and executed a party wall agreement providing for the common use by the parties of the South wall of that certain building owned by the Parties of the First Part at No. 125 North Main Street, Midvale, Utah, designated as "Diamond Billiards"; and

WILKINS, the parties mutually desire to extend the terms and conditions of the said agreement to a greater area of the said wall than that provided for in such agreement;

WILKINS, therefore, that in consideration of the premises and the sum of \$1.00 to the Parties of the First Part in hand paid by the Parties of the Second Part, receipt of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. That the terms and conditions of the agreement by and between the parties dated April 19, 1947, are extended to and shall apply to the entire area of the East 35 feet of the wall described therein.

2. That paragraph 1 of the said agreement dated April 19, 1947, be and it is hereby amended to read as follows:

" 1. That the Parties of the Second Part may use the said wall as a common wall for any building to be built by the Parties of the Second Part and as a support for beams and other structural members in connection with such building of the Parties of the Second Part to the full height thereof and from the Easterly end

thereof for a distance along the said wall running westerly to a point East of the most westerly window in said wall, a distance of about 66 feet."

3. That the said agreement by and between the parties hereto dated April 19, 1947, is hereby by reference incorporated herein and made a part hereof as though fully set forth herein, and shall be and remain in full force and effect except as amended and modified hereby.

4. In further consideration of the modification of said agreement, the Parties of the Second Part agree that they will, at their own expense, remove the ventilating fan from the south wall of said building at 125 North Main Street, Detroit, Mich., along the opening therein it has been installed and install the same in such other location in the said building as the Parties of the First Part shall designate.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

Frederic S. Steep

Virginia B. Pines  
Parties of the First Part

John Tubo

Annora P. Ruby  
Parties of the Second Part

STATE OF UTAH, )  
COUNTY OF SALT LAKE. ) Ss:

On the 23 day of June, 1951, personally appeared before me, EUGENE S. PHILIPS and VIRGINIA B. PHILIPS, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

B. M. B. B. B.  
Notary Public

My commission expires: July 7, 1954 residing in 141. adams, Utah

STATE OF UTAH, )  
COUNTY OF SALT LAKE. ) Ss:

On the 23 day of June, 1951, personally appeared before me, JOE SMITH and ALICE SMITH, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

B. M. B. B. B.  
Notary Public

My Commission expires: July 7, 1954 residing in 141 adams, Utah