

do hereby grant, bargain and convey to J. H. Price, Jr., his heirs and assigns forever, full party wall rights, including one-half ownership and full use without further compensation of the wall described above as constructed by McNamara and McElrath, and

IT IS FURTHER AGREED that in the event the said Price, his heirs and assigns, should make use of said wall and should said wall be destroyed, then in that event should either of the parties hereto desire that said wall should be rebuilt, it shall be done so with costs to be borne equally by the parties herein so long as the said McNamara and McElrath or the said Price, their heirs and assigns, should use said wall. In the event that the said Price, his heirs and assigns, have not made use of said wall as a party wall and said wall should be destroyed, then the full expense of reconstruction should be borne by McNamara and McElrath, their heirs and assigns forever.

The undersigned parties do hereby execute this agreement and acknowledge receipt of the respective consideration as set forth above this the 29th day of October, 1956.'

IN THE PRESENCE OF:

Robert M. Smith
Ann P. Armstrong

James P. McNamara (LS)
James P. McNamara
James T. McElrath (LS)
James T. McElrath
J. H. Price, Jr. (LS)
J. H. Price, Jr.