

1968, in Mortgage Book 1088, page 261; and,

WHEREAS, a building located on the first described property owned by the Party of the First Part is tied onto and supported by the Northwesternmost side wall of a building which is located exclusively on the second described property owned by the Party of the Second Part, and the parties desire to agree as to the common use of said wall as a division wall.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 in hand paid to the Party of the Second Part by the Party of the First Part, and for other good and valuable considerations, the receipt and sufficiency whereof are hereby fully acknowledged, the parties to this agreement hereby covenant and agree that the Party of the First Part may tie onto the wall on the building situate on property owned by the Party of the Second Part and use said wall for support for the building located on property of the Party of the First Part as long as said wall shall stand. It is agreed that there are doorways in portions of the wall above referred to but that there is no easement or right of way created by reason of said doors either for access to or from or for light and air. It is agreed between the parties that the costs of maintenance and repair to said wall shall be equally paid by the parties, and in the event said wall should be totally or partially destroyed, either party may repair and rebuild the same and the expense of repairing and rebuilding shall be borne equally by the parties.

The wall above mentioned and described is to be and remain a common wall for the perpetual use and benefit of the respective parties to this agreement, their heirs, assigns, successors, executors and administrators, and this condition shall be construed to be a covenant running with the land except