

by a mortgage of the property first above mentioned, and

WHEREAS, said funds have been obtained for said Company by General Mortgage Co., and are to be delivered to said Company and secured by its note and mortgage, this date;

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No One-Hundredths (\$10.00) Dollars, and other good and valuable considerations paid said Company by General Mortgage Co., the receipt of which is hereby acknowledged, said Company for itself and its successors and assigns, does hereby declare the wall hereinabove mentioned to be a party wall, subject to the following conditions and covenants:

1. That this declaration, shall be, at all times, construed as a covenant running with the land, shall be binding upon the undersigned, its successors and assigns, shall be for the benefit of the undersigned, its successors and assigns and all mortgagees of the property herein above mentioned, and shall not be modified, released, terminated, or cancelled, prior to the 1st day of October 1977, without the express written consent of General Mortgage Co., its successors or assigns.

2. That any person or persons, lawfully in possession of the property adjoining said wall on the east may, at its or their own expense join on to, connect with and tie into said wall, or any portion thereof, at any time such person, or persons, may see fit, provided, however, that said wall shall not be extended horizontally or vertically without the written consent of all persons having an interest therein, that any such construction or erection shall be done in a substantial and workmanlike manner, at the least possible inconvenience to the other party, and shall include such other work as may be necessary to leave the building of the other party in as good condition as it was before, and that such person or persons shall obtain adequate assurances and keep the above described property free from mechanic's liens.

3. That if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of said wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining owners, their heirs, successors or assigns, provided, however, that should either party, its heirs, successors or assigns, neglect or refuse to join in the repairing or rebuilding of the same, the remaining party shall have the right to undertake such repair or restoration, and the defaulting party shall not use the same, until payment to

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