

In the District Court of the First Judicial District
of the
Territory of Montana
in and for the County of Madison.

Eugenie M. Earle
Plaintiff
against

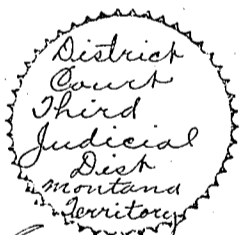
George G. Earle
Defendant

I, the undersigned, clerk of the District Court
of the First Judicial District of said Territory
in and for said County, do hereby certify the
foregoing to be a true copy of the Judgments and
decrees entered in the above entitled action
and recorded in Judgment Book No. 8, of said
Court, at page 334 & 495.

And I further certify, that the foregoing papers,
hereto annexed, constitute the Judgment Roll in
said action.

Witness my hand and seal of the District Court
this 11th day of August A.D. 1887.

Frank E. Corten Clerk
by Geo. F. Cope Deputy Clerk



Entered on Numerical Index
and Recorded Jan. 31st A.D.
1890 at 9 O'clock A.M.
J.M.P.P. 604

J. A. Megeath
Register of Deeds.

Mary Boeke
and.

George M. Nattinger, Trustee, et al.

This agreement made
and entered into this
fifth day of August A.D.
one thousand eight hun-

dred and eighty-nine, by and between Mary Boeke,
widow, of the City of Omaha, Nebraska, as party of
the first part, and George M. Nattinger, Trustee for
Elmira Nattinger and Mary E. Nattinger, and George

M. Nattinger of the City of Omaha, Nebraska, and Elmira Nattinger and Mary E. Nattinger of the City of Ottawa, Illinois, as parties of the second part, witnesseth: That whereas the said party of the first part, is the owner of and possessed of the South one hundred (100) feet of lots number seventeen and eighteen (17 and 18) in block number three (3) in Campbell's Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded: and whereas, the said parties of the second part are the owners of and possessed of the North eighty-eight (88) feet of said lots number seventeen and eighteen (17 and 18) in said block number three (3) in Campbell's Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, which said tract of land lies adjoining and next North of the tract of land first herein described, belonging to the party of the first part.

And whereas, the parties hereto desire to have and enjoy the mutual benefits and advantages of a party-wall upon the dividing line, between the above described tracts of land:

Now, therefore, in consideration of the premises and of the sum of one (1) dollar in hand paid by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, and for the further consideration of the mutual covenants, agreements and undertakings herein contained, the parties hereto do hereby covenant and agree with each other and for themselves, their heirs, assigns and legal representatives, that they will and their heirs and assigns shall erect, establish and forever maintain a party-wall on the line dividing the above described tracts of land in accordance with the terms and provisions hereof:

Said party-wall shall be located one half on either side of said division line, and shall commence twelve feet below the level of the

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established curb-line, between the sidewalk and the street directly in front of said premises, and shall be constructed of brick or some other

suitable fire-proof material and shall be of reasonable and sufficient strength and thickness, and shall in every respect fully comply with all the building regulations of whatsoever kind or nature, that may be established by said City of Omaha or any of its officers and the footings of said party-wall shall be not less than three (3) feet and two (2) inches wide, and said party-wall shall be not less than seventeen (17) inches thick throughout the basement story, and not less than thirteen (13) inches thick throughout the first story, and not less than twelve (12) inches thick, throughout the second story, and shall extend twenty-four (24) inches above the roof and be not less than eight (8) inches thick, and be finished with brick copings laid in cement and said party-wall shall be provided by the party erecting the same with proper footings and supports for the joists and rafters and with the proper smoke and ventilating flues situated and arranged as the other party to this agreement may direct:

That either of the parties hereto, or his or their heirs or assigns, may build such party-wall for such length and height, and at such time as he or they may desire, but at his or their own proper charge and expense and may make the necessary excavations therefor, and for these purposes shall have the right to make the necessary entries upon the adjoining premises, at all times using such proper care and prudence that no injury may result to the premises or property to the other party to this agreement:

That when either of the parties hereto or his or their heirs or assigns desire to connect with and use said party-wall or any part or portion thereof he or they may do so upon the payment to the party who shall have built said party-

wall, or to his or their heirs or assigns, being the person or persons then owning the portion of the above described premises, being the premises now owned by the party who shall have built said party-wall, next adjoining said party-wall, a sum of money equal to one-half of the then value of that portion of said party-wall, which he or they may desire to connect with and use.

That in case any such party-wall so built shall by a competent architect be pronounced and certified to be insufficient for any build-

ing to be erected on either of the above described premises the party or parties about to erect said building may strengthen or remove and replace the then existing party-wall as he or they may be advised by such competent architect and the cost of such addition or replacement shall be duly considered in the settlement for such party-wall, using always as a basis for such settlement the rule that each of the parties hereto or his or their heirs or assigns shall pay one half of the actual value, at the time of commencing to use the said party-wall by said party or parties, of that part of such party-wall as may be by him or them connected with or used having due regard for the amount paid upon and the then value of the former party-wall or walls by each of said parties:

That in case the parties hereto or their respective heirs or assigns cannot agree as to the value of said party-wall, or any part or portion thereof, or of any additions to or renewals thereof, then and in that event two disinterested and competent persons shall be selected, one by each of the parties hereto, or by his or their heirs or assigns, and they two shall select a third and the award in writing of any two of said persons shall be conclusive as to the value of said party-wall, or any part or portion thereof or of

any additions to or renewals thereof, provided however, that no such estimate of value shall exceed the actual cost of any such part or portion of said party-wall.

That each and every the covenants, terms and conditions of this agreement shall pass to, and be binding upon each of the parties hereto and his or their heirs, assigns, and legal representatives and shall be construed as running with the lands herein above described, and shall pass to and be binding upon each and every the subsequent owner and owners of said lands and shall be perpetual.

That a receipt in writing signed by the party or parties to this agreement who may have erected said party-wall or any addition thereto or renewal thereof, or by his or their heirs or assigns being the person or persons in whom the legal title that portion of said premises next adjoining said party-wall, shall then be vested, acknowledging the payment to him or them by the other party or parties to this agree-

ment or his or their heirs or assigns of the value of any part or portion of said party-wall or any addition thereto or renewal thereof shall be a sufficient discharge of the party or parties making such payment and of his or their heirs and assigns from his or their liability to pay for such part or portion of said party-wall upon using the same and said receipt and receipts are hereby made a part of this agreement reference thereto being hereby made for the exact terms thereof.

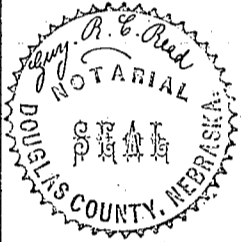
In Witness whereof, we have hereunto set our hands and seals the day and date first herein written.

In the presence of
 Guy R. C. Read, witness
 as to the signatures of
 George M. Nattinger Trustee
 for Elmira and Mary E. Nattinger
 and of George M. Nattinger
 and H. Eva Nattinger and
 Mary Boeke.

George M. Nattinger Trustee for
 Elmira and Mary E. Nattinger
 Elmira Nattinger.
 Mary E. Nattinger
 George M. Nattinger.
 H. Eva Nattinger
 Mary Boeke.

County of Douglas } ss. On this first day of February A.D.
 State of Nebraska. } 1890. personally appeared before me
 a notary public, in and for said
 County, Mary Bocke and George M. Nattinger, Trustee
 for Elmira Nattinger and Mary E. Nattinger, and
 George M. Nattinger, who are to me personally known
 to be the identical persons, whose names are sub-
 scribed to the above instrument as parties thereto, and
 severally acknowledged the said instrument to be their
 voluntary act and deed for the purposes therein
 expressed.

In testimony whereof I have hereunto set my
 hand and notarial seal, the day and date last
 above written.



Eugene C. Read.
 Notary Public
 in and for Douglas County, Nebraska.

State of Illinois } ss. On this 1st day of January A.D.
 County of La Salle. } 1890. +889 personally appeared
 before me, a Clerk of County
 Court, in and for said County of La Salle, Elmira
 Nattinger and Mary E. Nattinger, who are to me per-
 sonally known to be the identical persons, whose names
 are subscribed to the within instrument as parties
 thereto, and severally acknowledged the said in-
 strument to be their voluntary act and deed for
 the purposes therein expressed.

In testimony whereof, I have hereunto set
 my hand and Official Seal, the day and date last
 above written.



Patrick Finlen
 Clerk - County - Court.

Entered on Numerical Index
 and recorded. Feby 1st 1890.
 at 12. o'clock. - M.

J. A. Mezeath
 Register of Deeds.