

298646-OMAHA PRINTING CO., OMAHA

the same is free from encumbrance except as above set forth.

Executed in duplicate this 9th day of May, 1933.

In Presence of
C. C. Skellenger

R. W. FADDEN AND MABEL FADDEN.
By L. P. Campbell, Attorney in Fact.
Ed. G. Ordway

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 20th
day of May, A. D. 1933, at 10:30 o'clock, A. M.

Thomas J. O'Connor
Register of Deeds

Compared by C&T

3. AGREEMENT.

William A. Gordon et al) This agreement made this 16th day of May, 1933, between William A. Gordon
and) and Orlie A. Gordon, as first parties, and Anna Skrupa, as second party,
Anna Skrupa) witnesseth:

Whereas, first parties have conveyed to second party the South Half ($S\frac{1}{2}$) of Lot
Four (4) and the North Half ($N\frac{1}{2}$) of Lot Five (5) in Block Seventy (70) in the City of Omaha,
Douglas County, Nebraska.

As part consideration for said conveyance it is agreed that the north wall and the
west wall of the property so conveyed shall be party walls whereby the first parties, their heirs,
executors and assigns shall have the right to use said walls or any part thereof at any time with-
out other compensation to second party, her heirs, executors or assigns.

It is further agreed that after such use of the said party walls by first parties
the expense of upkeep of the part so used shall be a joint expense.

If is further agreed that either party may extend the said party walls or any part
thereof and that such extension of the party wall shall be with the right of the other party to
use the same upon payment to the party constructing the same of one-half the cost thereof without
interest. It is distinctly understood and agreed that the walls herein referred to and any ex-
tension thereof shall at all times be and the same shall be a party wall.

It is further understood and agreed that this agreement shall be perpetual, and at
all times be construed as a covenant running with the land; and that no part of the fee of the
soil upon which the party wall above described stands shall pass or be vested in either party in
any other manner than if this agreement had not been made.

In Witness Whereof, the parties have hereunto agreed to the foregoing on the day
and date first above written.

Witness:-

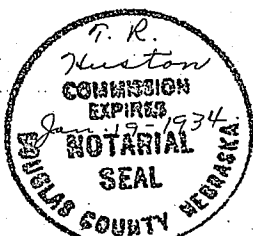
T. R. Huston
T. R. Huston
T. R. Huston

William A. Gordon
Orlie A. Gordon
her
Anna X Skrupa
mark

State of Nebraska)
County of Douglas) ss.

On this 16th day of May, A. D. 1933, before me, a Notary Public in and for
said County, personally came the above named William A. Gordon and Orlie A. Gordon and Anna
Skrupa who are personally known to me to be the identical persons whose names are affixed to the
above instrument, and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.



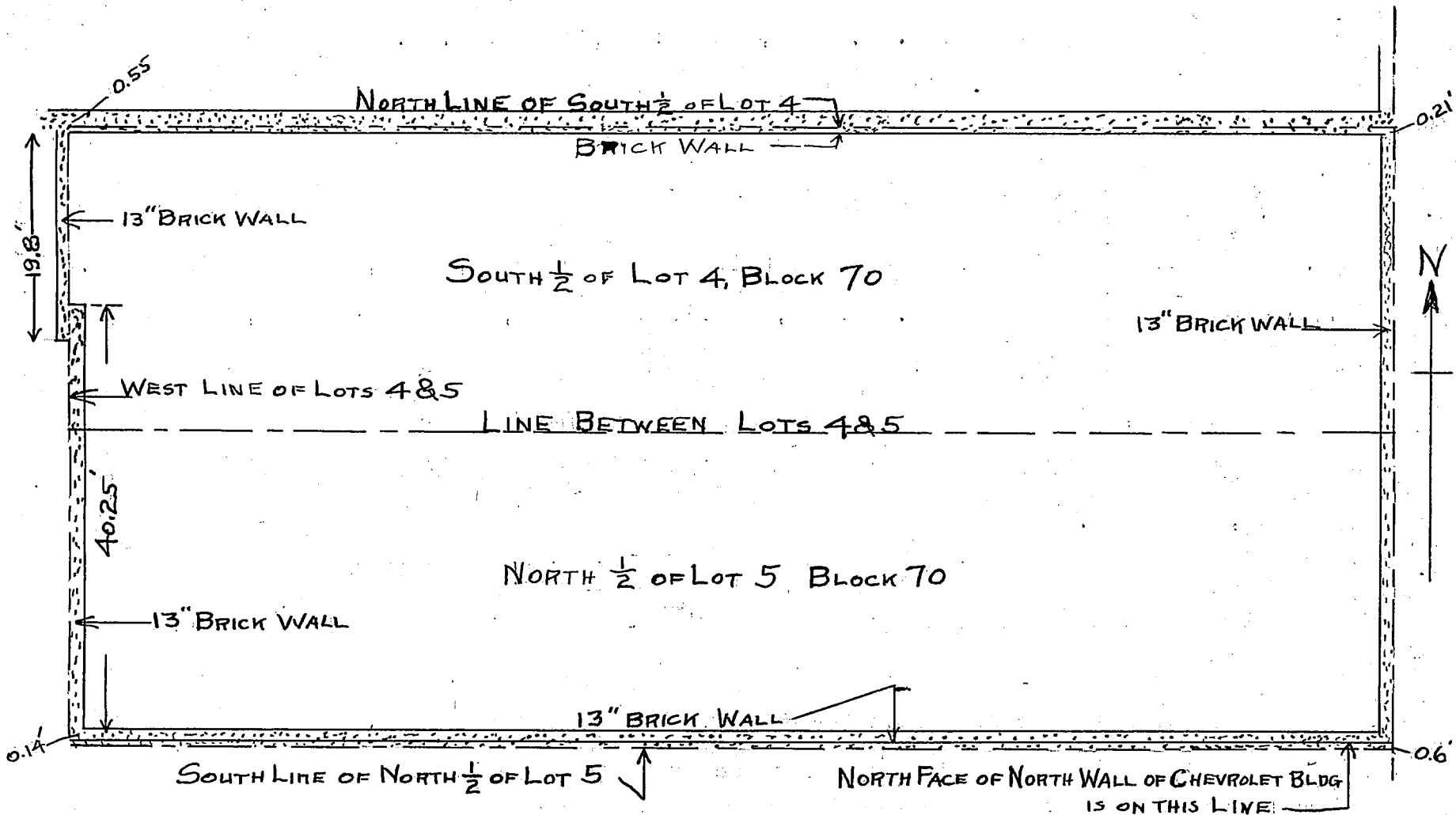
T. R. Huston
Notary Public

MISCELLANEOUS RECORD No. 103

E. M. Rohrbough
Member AM. Soc. C.E.
President
John S. Rohrbough
Secretary

ROHRBOUGH ENGINEERING CO.
Civil Engineers
3221 Poppleton Ave.
Omaha, Nebr.

City Planning
Sewerage
Sewage Disposal
Water Works
Paving
Surveying



PLAT OF THE SOUTH $\frac{1}{2}$ OF LOT 4, AND THE NORTH $\frac{1}{2}$ OF LOT 5,
BLOCK 70, ORIGINAL CITY OF OMAHA, SHOWING BUILDING WALLS
ON AND ADJACENT TO THE BOUNDARY LINES OF SAID PROPERTY.

Scale: 1" = 15'

MAY 5, 1933.

ROHRBOUGH ENGINEERING CO.

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County of Douglas) ss.

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