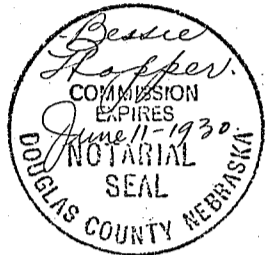


MISCELLANEOUS RECORD, No. 66

State of Nebraska,)
 County of Douglas.) ss. On this 7th day of July, A. D. 1924, before me Bessie Hopper,
 a Notary Public in and for said county, personally came Verne
 Springer and Mae Springer, husband and wife, to me personally known to me to be the identical
 persons whose names are affixed to the above instrument and severally acknowledged the execution
 of the same to be their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official
 seal at Omaha, Nebr. on the day last above written.



Bessie Hopper

State of Iowa,)
 County of Lucas) ss. On this 8th day of July, A. D., 1924, before me G. C. Stuart a
 Notary Public in and for said county, personally came Rose Springer,
 widow, to me personally known to be the identical person whose name is affixed to the above
 instrument, and severally acknowledged the execution of the same to be her voluntary act and deed
 for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
 seal at Chariton, Iowa, on the day last above written.



G. C. Stuart
 Notary Public.

State of Nebraska,)
 County of Douglas.) ss. Entered on Numerical index and filed for Record in
 the Register of Deeds Office of said county the 26th
 day of July, A. D., 1924, at 10:52 o'clock A. M.

Harry Pearce,
 Register of Deeds.

Compared by W&L.

4. AGREEMENT)
 Liddie Rusch)
 &)
 Maria Anderson)
 WHEREAS, in January, 1914, Maria Anderson deeded to Edith Bacon a
 certain brick building forty four (44) feet wide upon the North
 side of Lot 6, Block 32, of the City of Florence, now a part of
 the City of Omaha, and,

WHEREAS, the said Maria Anderson is the owner of the south portion of said lot
 6 and south of said brick building so sold to Edith Bacon, and,

WHEREAS, by various conveyances the said building and lot on the north part of
 said lot 6 is owned by Liddie Rusch, and,

WHEREAS, it is claimed that a certain party wall agreement was made between the
 said Edith Bacon and the said Maria Anderson whereby the said Maria Anderson was permitted to use
 the south wall of the building belonging to said Edith Bacon as a party wall, and to continue
 said use so long as the said Edith Bacon or her grantees permitted said wall to remain, and,

WHEREAS, the party wall contract, if any existed in writing, has been lost and
 cannot be found, and the parties hereto desire to define the terms thereof with certainty,

MISCELLANEOUS RECORD, No. 66

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NOW, THEREFORE, IT IS AGREED that any party wall agreement that may have existed is merged herein, and in consideration of the premises and the sum of one dollar, IT IS AGREED that the said Maria Anderson may continue to use the south wall of the building belonging to said Liddie Rusch as a party wall so long and until such time as the said Liddie Rusch desires to remove said wall for the purpose of erecting another building upon her premises, and that she shall give sixty days notice in writing prior to tearing down said wall.

IT IS AGREED that said south wall and the ground upon which the same stands is the property of said Liddie Rusch.

IT IS AGREED that in case said wall be destroyed by fire or wind, the said Maria Anderson shall have no further right in said wall.

IT IS AGREED that any repairs necessary on said party wall shall be borne equally by the parties, provided however, that this shall not cover repairs made by either party hereto upon the respective side walls of their store buildings and when said repairs are not necessary to keep said wall in condition to bear the present load.

IT IS AGREED that the said Maria Anderson shall not load said wall beyond the weight it is now carrying.

IT IS AGREED that the said Liddie Rusch may tear down and remove said wall at any time for the purpose of erecting a new building upon her premises and that thereupon the rights of Maria Anderson shall cease.

The failure by Maria Anderson to carry out any of the terms of this agreement shall be a breach of this contract and determine all rights of the said Maria Anderson.

This agreement is executed in duplicate and shall succeed to and shall be binding upon the undersigned and on their respective heirs, executors, administrators, grantees and assigns.

Executed this 25th day of July, 1924.

Witness, Will H. Thompson,

Liddie Rusch

Witness B. C. Fowler, as to

Maria Anderson.

State of Nebraska,)
County of Douglas.) ss.

Now on this 25th day of July, 1924, before me appeared Liddie Rusch, to me known to be the person who signed the above and foregoing agreement and acknowledged the execution thereof to be her voluntary act and deed.



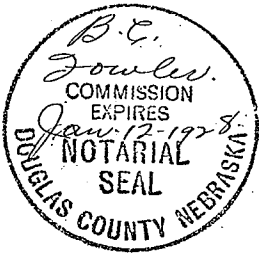
Witness my hand and notarial seal at Omaha the day and year above.

Will E. S. Thompson

Notary Public.

State of Nebraska,)
County of Douglas.) ss.

Now on this 25th day of July, 1924, before me appeared Maria Anderson, to me known to be the person who signed the above and foregoing agreement and acknowledged the execution thereof to be her voluntary act and deed.



Witness my hand and notarial seal at Omaha, the day and year above.

B. C. Fowler,

Notary Public.

(Executed in Duplicate)

State of Nebraska,)
County of Douglas.) ss.

Entered on Numerical index and filed for Record in the Register of Deeds Office of said county the 26th day of July, A. D. 1924, at 10:55 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by W&L.