MISCELLANEOUS RECORD No. 58

105064—MFG. BY OMAHA PTG. CO., OMAHA

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

Entered on General index and filed for Record in the the Register of Deeds Office of said County the 27th day of October, A. D. 1922 at 1:30 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by W&P.

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23. AGREEMENT
Metropolitan Utilities District
&
Ellen Hurt et al

THIS AGREEMENT, between The Metropolitan Utilities District, first party, and Ellen Hurt and O. B. Parham second party, WITNESSETH:

That, for good and valuable consideration, a license, priviledge or permit shall be granted to the second party, subject to the rules and regulations of the said Metropolitan Utilities District in that behalf, to make a connection for the supply of water to the premises on the following described real estate, situate in the county of Douglas, state of Nebraska, and more particularly described as follows, to-wit:

Beginning at a point on the south line of F. E. & M. V. Ry. Co., right-of-way (now C & N. W.) said point being on the north and south center line of the N. E. Quarter of Sec 6, Twp. 14, North of Range 13, East of the 6th P. M. thence westernly along the south line of said right-of-way 257.8 feet, thence south 50 feet at right angles to the center line of railroad thence westernly along the south line of said right-of-way 511 feet, thence south 1114.3 feet to the east and west center line of said section, thence east 760.9 feet along the center line of said section 6, thence north 1197 feet to place of beginning, containing 20 acres.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above described real estate, agrees in the event said above described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extention of a water main in said District, that said second parties will and do hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extention of a water main in said Water Main District; and that said second party will re-connect the service herein provided for with any permanent service main installed by said first party and at second party's expense.

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

WITNESS OUR HANDS this 26th day of Oct, 1922.

Witness:
John E. Wilbur,

Metropolitan Utilities District.
By Frances J. Gibb, Asst Secy.
Ellen Hunt,
O. B. Parham.

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

On this 26th day of October, 1922, before the undersigned a Notary Public in and for said county, appeared Ellen Hurt and O. B. Parham, personally known to me to be the persons whose names are affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed.

WITNESS MY HAND and seal the day and date last above written.

John E. Wilbur,
Notary Public.

John E. Wilbur
COMMISSION EXPIRES April 6 1924
NOTARIAL SEAL
DOUGLAS COUNTY NEBRASKA

195064—MFG. BY OMAHA PTG. CO., OMAHA

State of Nebraska,)
) ss. Entered on Numerical index and filed for Record in
County of Douglas,) the Register of Deeds Office of said County the 27th day of October, A. D. 1922 at 2:20 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by W&P.

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1. RECEIPT)
Susanna Elsasser)
to)
Charles B. Schleicher,)

This is to certify that, I the undersigned Susanna Elsasser, (Widow) have this day received from Charles B. Schleicher, owner of Lot Five (5) in Block One (1) Okahoma Park an Addition to the City of Omaha, Douglas County, Nebraska, the sum of Two Hundred Forty-five Dollars and Six Cents ($245.06) being in full payment for his one half of the lower Twenty-One (21) feet of the thriteen (13) inch brick party wall erected partly on the East line of said lot described above by said Susanna Elsasser as per party wall agreement dated May 19th. 1922. The other half of which said wall was erected upon the premises of said Susanna Elsasser who owns the property just East and contiguous to the above described lot Five (5).

The wall to be covered by this receipt and the said party wall agreement of May 19th. 1922, beginns One (1) foot below the main sidewalk on Vinton St. and extends from the SouthEast corner of said Lot Five (5) above, thence North along the East Side of said Lot Five (5) for a distance of Forty-Eight Feet and Six Inches and has been now erected and completed for two full stories.

It is further acknowledged that the above payment includes full payment for certain underpining which has been done just to the north of the party wall herein described and below the wall belonging to the said Susanna Elsasser which adjoins said party wall to the North and is contiguous therewith.

Dated at Omaha, Nebraska, this 26th day of October, 1922.

Albert W. Elsasser
Witness.

Susanna Elsasser

STATE OF NEBRASKA)
)ss. On this 26th day of October, 1922, before me Albert W.Elsasser, the
County of Douglas) undersigned Notary Public, duly commissioned and qualified for and residing in said County, personally came Susanna Elsasser, Widow, to me Known to be the identical person whose name is affixed to the foregoing instrument as acknowledging payment and she acknowledged the same to be her voluntary act and deed.

Witness my hand and Notarial Sealm the day and date above written.

Albert W. Elsasser
Notary Public

Albert W. Elsasser Oct 2, 1922 NOTARIAL SEAL COUNTY NEBRASKA

My commission expires the 5th day of Oct. 1927.

STATE OF NEBRASKA)
)ss. Entered on Numerical Index and filed for Record in the
COUNTY OF DOUGLAS) office of Register of Deeds, of said county, on the 28th day of October, A. D. 1922, at 9:50 o'clock, A.M.

Harry Pearce
Register of Deeds

Compared by W&P.