

described in said petition, to-wit:
 Lots one (1) and two (2) in Block two (2) in
 Isaacs and Peckers Addition to the City of Omaha in
 Douglas County, Nebraska, as plotted, and filed in
 the office of the Clerk of said County, within twenty
 days from the rendition of this decree, and that, in
 default thereof, this decree shall have the same ef-
 fect and operation as such deed and shall transfer
 and convey to said plaintiff all the right, title or
 interest of the said Nicholas P. Isaacs in, or to
 said real estate at the time of his death, to-wit:
 June — 1870.

It is further considered, adjudged and decreed,
 that the plaintiff recover from said defendants
 his costs expended, taxed at —.

The State of Nebraska } D. Wm H. Dimes, Clerk of the Dis-
 Douglas County } trict Court, Third Judicial Dis-
 } trict of the State of Nebraska, in
 and for Douglas County, do hereby certify that the
 foregoing is a full and true copy of the decree in
 the case of Russell D. Hills vs. Augustus Pratt
 Administrator et al, as appears from the original
 thereof now on file in the office of the Clerk of said
 Court, and of record therein.



Witness my Signature and official Seal,
 this 13th day of June 1887.

Wm H. Dimes
 Clerk

Entered in numerical Index
 and Recorded June 13th A.M.
 1887 at 10⁴⁵ O'Clock A.M.

County Clerk

COMPARED K

1075 Jeanie Mowbrath Howard & Hub-
 and

D. D. Marsee and wife

of the City of Omaha, now residing at Fort
 Niagara, in the State of New York, and Guy Howard

Parey Wall Contract
 This Agreement, made and
 entered into at Omaha
 Nebraska this first day of
 April 1887, by and between Jeanie Mowbrath How-
 ard and Guy Howard

her husband, parties of the first part and S. D. Mercer, and Lizzie C. Mercer his wife, of the said city of Omaha, parties of the second part, covenants; That whereas, the said Jennie Woolworth Howard one of the parties of the first part is the owner of lots 5 and 6 in Block 151, in the said City of Omaha Douglas County, Nebraska, and the said S. D. Mercer one of the parties of the second part, is the owner of lots 7 and 8 in said Block 151, being and adjoining said lots 5 and 6 on the east, and they each severally propose to erect upon their respective premises a fine story and basement brick stone building, and it is to their mutual advantage and benefit to construct a party wall to be situated exactly upon the dividing line between said lots 6 and 7, so that said wall shall extend an equal distance over and upon the premises of the said parties respectively. Now therefore, it is hereby covenanted and agreed by and between said parties that said party wall shall be erected on the dividing line between the premises of the said parties respectively as aforesaid, that said wall shall be 13 1/2 feet deep from front to rear, that the foundation thereof shall be of such materials, dimensions and depth as may be safe, proper and suitable for the said building about to be erected by the said parties; that said wall in the basement shall be 25 inches in thickness, throughout the first story 21 inches thick in the second story, 21 inches thick, in the third story, 17 inches thick, in the fourth story, 17 inches thick, in the fifth story 17 inches thick; that all the material used in and about the construction of said wall and the foundation thereof shall be of such character and kind as is usually used in party walls intended to support building of the character herein specified to be erected by said parties, and the workmanship on and in and about said wall shall be good and first class in every particular. It is further agreed that the party hereto who first enters upon the construction of his said building may proceed to construct

and build the said party wall and the foundation therefor, and continue the construction of the same so long as she proceeds with the work of building the said wall with sufficient rapidity to meet the requirements and necessities of the other party, hereto, and in the event that the party so first entering upon the construction of said wall shall fail so to proceed with the same then the other party hereto may enter upon and proceed with the construction of said wall according to this agreement so long as he or she shall proceed with said work with sufficient rapidity to meet the requirements and necessities of the other party to this contract, the intention being to give to that party whose building is more advanced the right to build said party wall in connection therewith and so avoid all delays in said work,

The said party wall shall be under the supervision and direction of the Architects of the party hereto who carries on the construction of the same, and the change of Architects to take place with the change of builders,

The party constructing said wall shall at all times when directed by the other party and upon reasonable notice and when directed, provide suitable ledges and packers to receive and sustain the floor and ceiling joists of the building being or to be constructed by the other party on his said premises,

A reasonable number of Chimneys shall be provided for and built in said party wall whenever desired by said parties or either of them, providing the party constructing the said wall shall be notified in time to so construct the same,

In consideration of the erection of said wall aforesaid the said parties agree one with the other that they will each bear one-half of the cost of construction of said party wall including the cost of the excavation and foundation therefor but excluding architects costs and charges. The said cost of construction shall be determined by the estimate and sworn statement of the architects and builders in charge of the work, and in the event that

Said wall is constructed partially by one of the parties hereto and partially by the other, then the aggregate amount of the estimates of the Architects and Builders of both parties hereto shall be taken as the costs of the party wall, and the parties hereto shall each bear his respective proportion thereof.

It is further mutually covenanted and agreed by and between said parties that they and each of them may peacefully and lawfully use and enjoy said party wall according to the terms of this agreement and during the existence thereof; and said agreement shall be and remain in force and effect so long as said building is to be erected, or either of them shall stand and no longer, and this agreement and each and every of the rights, privileges, terms, conditions and liabilities thereof shall run with the land described and be binding upon every subsequent owner of said property, and pass to and be binding upon every subsequent owner of said property, the respective heirs, executors, administrators, representatives and assigns of the parties hereto.

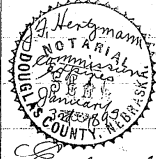
In witness whereof the said parties respectively have hereunto set their hands the day and year first above written.

In presence of
J. I. Hertzmann

Guy Howard
Jennie Woolworth Howard
By James M. Woolworth
their atty in fact
C. W. Mercer
Lizzie C. Mercer

State of Nebraska }
County of Douglas }
On this 11th day of ^{June} April 1887
before me a Notary Public in
and for said County personally
appeared Jennie Woolworth Howard and Guy
Howard, her husband, by James M. Woolworth
their attorney in fact, and C. W. Mercer and
Lizzie C. Mercer his wife, to me personally
known to be the identical persons whose names
are affixed to the foregoing agreement, and they
reversely acknowledged the same to be their

voluntary act and deed, and the said James M. Howelworth as such Attorney acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of his principals, the said James Howelworth Howard and Gay Howard, her husband, Witness my hand and seal the date last aforesaid,



J. F. Herzmann
Notary Public

Entered in numerical Index }
and Recorded June 13th A.D. }
1887 at 10⁵⁰ O'clock A.M. }

[Signature]
County Clerk

COMPARED K

176 William H Gates & w/f
Is
Gwendalme Guyer

Know all men by these Presents,
That the William H Gates and
Julia Gates Husband & wife in
consideration of Fifteen Hundred

dollars in hand paid, do hereby Grant, Bargain
Sell, Convey and Confirm unto Gwendalme Guyer
(unmarried) the following described Real Estate,
situate in the County of Douglas and State of
Nebraska to-wit:

Lot No Seven (7) Block No two (2) in Hawthorne
an addition to the City of Omaha as surveyed
platted and recorded, Subject to the terms and
conditions of a certain mortgage dated June
7- 1887 given to secure the payment of a note
for the sum of \$ 475.⁰⁰/₁₀₀ payable three years from
date, Also subject to the terms and conditions
of a second mortgage dated June 8- 1887 given
to secure the payment of two notes, one for the
sum of \$ 762.⁷⁰/₁₀₀ payable one year from date - one for
the sum of \$ 764.⁵⁰/₁₀₀ payable two years from date, Also
subject to taxes of 1887, and subsequent taxes,

Together with all the Tenements Hereditaments and
appurtenances to the same belonging, and all the
Estate, Title, power, Claim or Demand whatsoever of
the said William H Gates and Julia Gates, of, in, or
to the same or any part thereof, Do Have and Do
Hold, the above described premises, with the ap-
purtenances, unto the said, Gwendalme Guyer