

MISCELLANEOUS RECORD No. 40

State of Nebraska,)
Douglas County.) ss. On this 27 day of February, 1918, before me, a Notary Public in and
for said County, personally came Nathan Bernstein, to me known to
be the identical person whose name is subscribed to the above and foregoing instrument, and
he acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date aforesaid.

Emma W. Sasstrom, Notary Public.



STATE OF NEBRASKA,)
DOUGLAS COUNTY.) Entered on Numerical Index and filed for record
in the Register of Deeds Office of said County,
the 4th day of March, A.D. 1918, at 4.00 o'clock P.M.

Harry Pearce,

Register of Deeds.

Compared by R&W

1. Party Wall Contract.)

Jos. L. Peska & wife,)

and)

Charles T. Olson.)

This Contract made and entered into the sixth (6)
day of October 1917 A.D. by and between Joseph L. Peska and
Mary Peska his wife, party of the first part, and Charles T.
Olson party of the second part, both of the City of Omaha,

County of Douglas and State of Nebr.

WITNESSETH

Whereas the said party of the first part is the Owner of the east one half of lot five
(5) in Block three (3) in "Halcyon Heights" an addition to Omaha and

Whereas the said first party is also the Owner of a two story brick building with base-
ment erected thereon, the east line of said east one half of said lot 5 being the east line
of said building and

Whereas, the party of the second part is the Owner of the west one half of lot four (1.4)
in said Block three (3) adjoining the said east one half of lot 5 to the east and

Whereas the said second party is about to erect a one story and basement brick building
adjoining the said two story brick building of the said first party to the east along the east
line and

Whereas the said second party desires to use part of said east wall of said two story
brick building belonging to the said first party

Now, therefore, in consideration of the sum of three hundred Dollars (\$300.00) lawful
money in hand paid to the said first party and other mutual benefits derived by said parties,
each from the other it is hereby agreed and contracted by and between said parties, that
the said second party shall use the east (6½") six and one half inches of the said east wall
of the said two story building and the ground the same is erected upon from north to south end.
(sixty feet long) and from the bottom of the footings of said wall to a height of 18 feet above
the side walk line at the building (eighteen feet) at the north end of said wall, all as shown
on the drawing hereto attached and marked Plan of Party Wall between lots 4 and 5 Block 3
Halcyon Heights, Omaha, Nebr.

It is further agreed by the parties hereto that should the party of the second part de-
sire to use more of said wall in height and 6½" thick or all of the height of same and 6½"
thick the said second party shall pay to the said first party the sum of fifteen dollars
(\$15.00) per one thousand brick, wall measure, contained in the balance of said wall or part of
same so used.

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It is further mutually agreed, that in the event said wall or any part thereof is destroyed by fire or any other cause either party may rebuild the same in whole or in part and the said wall so rebuilt shall be a party wall and the other party shall have the same rights therein as heretofore mentioned.

It is further mutually agreed that each and every covenant, privilege, condition, right, term and agreement herein contained shall pass to and be binding upon the heirs, executors, administrators and assigns of said first party and that the said parties and the said parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, which said agreement shall be and remain in force and effect until mutually rescinded and revoked and that each and every provision thereof shall run with the land described herein and be binding and limit each and every subsequent owner of said property or any portion thereof.

IN WITNESS WHEREOF the said parties have executed this Contract in duplicate and have hereunto set their hand and seal on the date and year first above written.

Witnesses

Nita M. Ranz

Howard E. Hutton

T. A. Drejer

Jos. L. Peska

Mary Peska

Party of the first part.

Chas. T. Olson

Party of the second part.

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

On this sixth day of October 1917 before me T. A. Drejer, a Notary Public in and for said County, personally came the above Joseph L. Peska and Mary Peska his wife and Charles T. Olson, who are personally known to me to be the identical persons whose names are affixed to the above instrument as granters and they acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

Witness my hand and seal the day and year aforesaid.

T. A. Drejer,

Notary Public.

My Commission expires Oct. 27-1919.

State of Nebraska,)
Douglas County.)



Entered on Numerical Index and filed for record
in the Register of Deeds Office of said County,
the 5th day of March, 1918, at 10.15 o'clock A.M.

Harry Pearce,

Register of Deeds,

Compared by R&W
