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MISCELLANEOUS RECORD, No. 57

and party of the second part shall surrender possession of said premises to the party of the first part.

The parties hereunto respectively bind themselves, their heirs, assigns, successors and legal representatives to the faithful performance of the terms of this agreement. This contract shall not be assigned by party of the second part unless the consent thereto of the party of the first part in writing shall have been first obtained.

In Witness Whereof, the parties hereunto set their hands the day and year first above written.

Executed in duplicate
in the presence of

A. L. R. Cramer
Notary Public.



Francis D. Jewett

Alice Jewett

John Granieri

Camilla Granieri

State of Nebraska,)
County of Douglas.) SS

On 11th day of July A.D. 1922, before me A.L.R.Cramer a Notary Public in and for said County, personally came Francis D. Jewett, Alice Jewett, Husband and wife and John Granieri and Camilla Granieri, husband and wife to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, 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.

A. L. R. Cramer,



State of Nebraska,)
County of Douglas.)

Entered on Numerical Index and filed for Record
in the Register of Deeds Office of said County, the
12th day of July, A. D. 1922, at 4.30 o'clock P. M.

Harry Pearce,

Register of Deeds,

Compared by R&P

3. Party Wall Contract

Jos. J. Peska & Wf.

and

Peter Gravert and wife

THIS AGREEMENT made this first day of April 1906
by and between Joseph L. Peska and Mary Peska, his wife,
of Omaha, Douglas County, Nebraska, parties of the first
part, and Peter Gravert and Mary Gravert, his wife, of

Omaha, Douglas County, Nebraska, parties of the second part:

WITNESSETH:

THAT WHEREAS, the said parties of the first part are the owners of the East Half of Lot 5, Block 3, Halcyon Heights, an addition to the City of Omaha, Douglas County, Nebraska, and also the owners of a two story brick building with basement erected thereon, the West line of the aforesaid property being the west line of said building, and

WHEREAS the said parties of the second part are the owners of the West One Half of Lot 5, Block 3, Halcyon Heights, an addition to the city of Omaha, Douglas County, Nebraska, and

WHEREAS, the said second parties are about to erect a two-story and basement

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brick building adjoining the two-story brick building of said parties of the first part and the said second parties desire to use part of the said West wall of said two story building belonging to the said first parties.

NOW, THEREFORE, in consideration of the sum of Three Hundred Twenty five Dollars (\$325.00) in hand paid to the parties of the first part, the receipt whereof is hereby acknowledged, and other mutual benefits derived from 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 west 6½ inches of the West Wall of the said two story building and the ground, and the same is erected upon from the North to the South and 60 feet long from the bottom of the footings of said wall to a height of 22 feet above the sidewalk line at the building at the North end of said wall, between the East One half of Lot 5 and the West One half of Lot 5, Block 3, Halcyon Heights, Omaha, Nebraska.

IT IS FURTHER AGREED by and between the aforesaid parties that the said west wall of the said two story building of parties of the first part and the said east wall of the building to be constructed by said parties of the second part shall be and remain a party wall, and either party may add to said wall in depth or thickness and in case of damage may repair, or in case of destruction rebuild said wall, using good material and workmanship and conforming to the building laws; and in case of repairs one half of the cost of such repairs shall be paid to the party making the same by the owner of the other parcel on demand, and one half of the value of any such rebuilt wall, or if any addition made as aforesaid to said wall when used, shall be paid by each of said parties equally.

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 the said first party, and that the said second parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, and the covenants herein contained shall run with the land described herein and be binding on each and every subsequent owner of said property or any portion thereof, but no owner is to be responsible except for his acts or defaults while owner.

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

Witnesses

Donald A. Tracy

Jos. L. Peska

Mary Peska

Peter Gravert

Mary Gravert

State of Nebraska,)
County of Douglas.) SS

On this 13th day of July A.D. 1922, before me a Notary Public in and for said County, personally came the above named Peter Gravert, Mary Gravert, Jos. L. Peska, Mary Peska, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

W. O. Larson,

Notary Public.



My commission expires on the 29th day of June A.D. 1926.

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State of Nebraska,)
County of Douglas.)

Entered on Numerical Index and filed for Record
in the Register of Deeds Office of said County, the
14th day of July, A. D. 1922, at 11.10 o'clock A. M.

Harry Pearce,

Register of Deeds,

Compared by R&P

4. Cemetery Deed

West Lawn Cemetery

to

Ida C. Olson

This Indenture Witnesseth, That the Grantor, The West
Lawn Cemetery, a corporation organized under the laws of the
State of Nebraska for and in consideration of the sum of One
Hundred Twelve and 50/100 Dollars, in hand paid, conveys to

Ida C. Olson of Omaha County of Douglas and state of Nebraska the following described lot, to wit:
Graves 7, 8, 9, 10, 11 and 12 Lot No. 191 Sec. 8 in West Lawn Cemetery.

For the use of the said Ida C. Olson her heirs or assigns for the purpose of
Human Sepulture, subject to the rules and regulations of the said Cemetery now in force or that
may hereafter be adopted by it. No sale, transfer or assignment of the above described lot shall
be valid without the consent of the West Lawn Cemetery endorsed on the conveyance.

A monument will be permitted on this half lot

In Testimony Whereof, the said West Lawn Cemetery has caused these presents to
be signed by its President and its corporate seal to be hereunto affixed this twentieth day of
January 1920.

In presence of
C.W. Kelley



WEST LAWN CEMETERY

By N. P. Dodge

State of Nebraska,)
County of Douglas.) SS

On this twentieth day of January A.D. 1920, before me, a Notary
Public duly commissioned and qualified in and for said County,
personally came the above named N. P. Dodge President of the West Lawn Cemetery, who is per-
sonally known to me to be the identical person whose name is affixed to the above deed as
President of said corporation, and he acknowledged the instrument to be his voluntary act and
deed and the voluntary act and deed of said corporation.

Witness my hand and official seal, at Omaha, in said County the date aforesaid.

C. W. Kelley,

Notary Public



My commission expires Sept. 4, 1924.

PERPETUAL CARE AGREEMENT

In consideration of the payment in full of the purchase price of the within des-
cribed lot, the West Lawn Cemetery agrees to set apart as a trust fund for the perpetual care of
all lots in the cemetery, 20 per cent. of the gross income from the sale of lots under the follow-
ing conditions:

Said trust fund to be known as "Perpetual Care Fund," shall be held together
with other trust funds entirely separate and apart from other funds of said cemetery and to use
the utmost care and discretion in safeguarding the funds so held in trust in selecting depository
ies and in making investments.

The West Lawn Cemetery guarantees perpetual care of the lot within described so