

## MISCELLANEOUS RECORD No. 29.

1. AGREEMENT } This agreement entered into by and between The Baker Manufacturing  
The Baker Manfg Co. } Company, of Evansville, Wisconsin, a Corporation existing under  
and } and by virtue of the State of Wisconsin, party of the first part,  
Fred Vogel Jr. } and Fred Vogel, Jr. of Milwaukee, Wisconsin, party of the second  
part. Witnesseth:

That Whereas, the party of the first part is the owner in fee simple of Lot Three (3) in Block F in the City of Omaha, State of Nebraska, as surveyed, platted and lithographed and the party of the second part is the owner in fee simple of the North twenty-one feet and eight inches (21 ft. 8 in) of Lot Four (4) in said Block, and whereas the party of the first part intends to erect a building on said Lot 3, and the owners of the above described real estate desire that the West wall of said building shall be a party wall the middle of which shall be the dividing line between said lots.

Now Therefore in consideration of the agreements hereinafter made, and the sum of One Dollar (\$1.00) paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, it is hereby mutually agreed and understood by the parties hereto, that said party of the first part shall have and is hereby given the right and privilege to build and maintain a wall on the North twenty one feet and eight inches of said lots Three (3) and Four (4) which wall shall stand parallel with and approximately one-half on either side of the dividing line between the above described properties, and which shall be and remain a party wall for the joint use of the owners on either side thereof. Said wall shall be not less than fifty (50) feet in height above the street curb where it is intersected by said dividing line between said lots, and shall be constructed in a substantial and workmanlike manner, of hard brick, concrete and steel, and shall be of sufficient strength to safely support Eight (8) floors on either side thereof, with a load of two hundred pounds (200 lbs.) per square foot of floor area. Either party hereto shall have the privilege at any time of extending said wall upward by using the same kind of materials, design and construction as is used in said wall as originally built until it is of sufficient height to provide support for said eight floors.

The party of the first part is hereby given the right to go upon said property of the party of the second part and make thereon and therein such excavations as may be necessary to the proper construction of said wall, which shall in no way change or damage the walls of building already thereon, nor inconvenience the party of the second part or his tenants.

The party of the second part is hereby given the right to use said wall as a part of the building now on or which may hereafter be erected on the North Twenty-one feet and eight inches of said Lot Four (4) without further consideration therefor, and shall have the right to join other walls thereto or insert joists or other floor supports therein, provided that no openings shall be made in said wall to a depth of more than half its thickness, or larger than necessary to receive such supports and shall <sup>be</sup> immediately and thoroughly cemented up around said supports after the same are placed in position and nothing shall be done to weaken said wall, or impair its usefulness as a protection against the spreading of fire. The party of the first part shall have the right and privilege to cover the exposed portion of said wall with business signs, either painted thereon or fastened thereto.

This agreement shall be binding on the heirs, successors or assigns of the parties hereto, until annulled by the mutual consent of the said owners.

In Testimony Whereof the party of the first part has by its President, affixed its name and corporate seal, and the party of the second part has signed his name hereto.

Executed in duplicate this 2nd day of April 1912.

Witness J. Baker

6666 Baker Mfg. Co.

Marian Ames  
as to Signature of A.S. BakerBy A.S. Baker, Pres.  
Party of the first part.

Edw. F. Byron

Fred Vogel, Jr.  
Party of the second part.Wm Marquardh  
as to signature of Fred Vogel, Jr.State of Wisconsin )  
Rock County ) SS

Be it remembered that on this 2nd day of April 1912 before me Wm C. Schneider a Notary Public in and for said County and State, appeared A.S. Baker personally known to me to be the same person who signed the foregoing instrument in writing and acknowledged the execution of the same to be his voluntary act and deed, in the capacity and for the purpose therein expressed.

Witness my hand and Notarial Seal the day and year last above written.

Wm C. Schneider  
Notary Public

Notary Public for Wisconsin

My Commission expires Feb. 22, 1914.

State of Wisconsin )  
Milwaukee County ) SS

Be it remembered that on this 24th day of April 1912 before me Edw. F. Byron a Notary Public in and for said County and State, appeared Fred Vogel, Jr. who is personally known to me to be the same person who signed the foregoing instrument in writing and acknowledged the execution of the same to be his voluntary act and deed, and for the purpose therein expressed.

Witness my hand and Notarial Seal the day and year last above written.

Edw. F. Byron,  
Notary Public

Notary Public

Milwaukee County, Wis.

Commission expires Aug. 25, 1912.

The State of Nebraska )  
Douglas County )

Entered on Numerical Index and filed for Record,  
in the Register of Deeds Office of said County  
the 30th day of April 1912 at 8.00 o'clock A.M.

Frank W. Bandle,

Register of Deeds,

Compared by J. H. E.

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2. CERTIFICATE OF OWNERSHIP )  
Forest Lawn Cemetery Ass'n )  
to )  
George Ruebsamen )

FOREST LAWN CEMETERY ASSOCIATION  
OF OMAHA, NEBRASKA.  
CERTIFICATE OF OWNERSHIP

THE FOREST LAWN CEMETERY ASSOCIATION of the first part, doth hereby certify that George Ruebsamen of the second part is the owner of Lot No. 128 in Section 7 containing 168 square feet as designated on the map into sections and lots of the Cemetery grounds of said Association, in the County of Douglas and State of Nebraska, known as Forest Lawn, and for which the said party of the second part hath paid to the said party of the first part, the sum of Eighty four and no/100 Dollars and that in consideration thereof the said party of the second part is entitled to the perpetual use of said lot for the purpose of sepulture along, subject to the laws of the State of Nebraska thereto appertaining and to the rules and regulations that may from time to time be adopted by the party of the first part for the regulation and government of the said Cemetery. And the said party of the first part doth