

second part, his executors, administrators and assigns the One and one half story frame shingled roofed dwelling house now occupied and owned by Patrick Kilmartin situated on lot one (1) Block one hundred + ninety one (191) City of Omaha belonging to him, and now in his possession, at the place last aforesaid. To have and to hold the same unto the said party of the second part, his executors, administrators and assigns forever. And he does for his heirs, executors and administrators, covenant and agree to and with the said party of the second part, his executors, administrators and assigns to Warrant and Defend the sale of said property, goods and chattels, hereby made unto the said party of the second part, his executors, administrators and assigns, against all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal this sixth day of June 1883.

Signed and delivered } Phillip ^{his} Kilmartin
 in presence of }
 Charles Kattrup }

Recorded June 6th 1883 }
 at 10 1/2 o'clock A.M. }

Party Wall Contract
 Between
 George Warren Smith
 and
 Oscar J. Davis

Know all men by these presents that whereas George Warren Smith of the City and State of New York is the owner in fee simple of the following described real estate situate in the City of

Omaha, in Douglas County and State of Nebraska, and being the West Twenty two feet front on Fairnam Street and extending back one hundred and thirty two feet to the alley, of lot seven, in Block one hundred twenty three, and Oscar J. Davis of said City of Omaha is the owner in fee simple of the adjoining middle twenty two feet front of said lot seven extending back to said alley. And whereas the said

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owners of said adjoining premises desire to establish and maintain jointly a party wall on the division line between their said premises. Therefore in consideration of the mutual advantages of such party wall and the payment by each to the other of the sum of one dollar in hand we the said George Warren Smith by his attorney in fact Benjamin F. Smith and Oscar F. Davis in his own proper person hereby covenant and agree, each for himself his heirs and assigns, unto the other his heirs and assigns to establish and forever maintain a party wall upon the division line between their said lots, at the mutual and equal charge and expense of said adjoining premises and the respective owners thereof. Said party wall shall be placed and stand one half thereof on either side of said division line. The bottom or foot thereof to be not less than nine feet below the grade line of Tarnam Street in front of said lots, and the basement wall not ^{less} than sixteen inches thick. Either party may construct said party wall at such time and of such length, and height as he may desire, and for that purpose may make all necessary excavations on either side of said line, using reasonable and proper care and prudence respecting the property and rights of the other party, and upon the completion thereof the other party shall pay the party constructing said wall an equal half of the entire costs of such party wall upon the sworn certificate of the architect or Superintendent in charge of its construction, and in like manner either party may extend, or rebuild said party wall where necessary. The party constructing said party wall, or any extension, or reconstruction thereof as aforesaid shall have and maintain a lien upon the said adjoining premises of said other party, for the full one half of the cost of said wall with interest from the date of its completion until paid.

Dated this fourth day of June A.D. 1883.

In presence of }
Geo. J. Gilbert }

George Warren Smith
by Benjamin F. Smith

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his attorney in fact
Oscar F. Davis.

State of Nebraska }
Douglas County } ss.

One this 4th day of June AD. 1883.

before me a Notary Public in and for said County per-
sonally appeared Benjamin J. Smith and Oscar F.
Davis whom I know are the identical persons described
in and who executed the foregoing instrument and they each
duly acknowledged the same to be their voluntary act and
deed, and the said Benjamin J. Smith acknowledged
the same to be the voluntary act and deed of his said
principal George Warren Smith.

In testimony whereof I set my hand and Notarial
seal the date aforesaid.

Geo J. Gilbert
Notary Public.



Entered on Numerical Index }
and recorded June 6th 1883. } W
at 10^{3/4} o'clock A.M.

Hannah R. Foster }
to }
William M Foster }
Know all men by these presents
that I Hannah R. Foster of Chi-
cago in the State of Illinois have
made constituted and appointed and
by these presents do make con-
stitute and appoint my husband William M. Foster
my true and lawful attorney for me and in my name
place and stead to make execute acknowledge and
deliver to such persons as he may see fit, a mort-
gage on my real estate in the County of Douglas
and State of Nebraska owned by my said husband
and in which I hold an estate of dower and in
my name and for the purposes of said Mortgage to
release and relinquish all my estate of dower in
and to said real estate said Mortgage not to exceed
the sum of Twelve Thousand Dollars payable at
such time and interest at such rate as may be