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PERMISSION TO USE DRIVEWAY.

This agreement, made in duplicate this 11th day of June, A.D. 1921, by and between Nellie C. Detweiler and J. O. Detweiler, her husband, of Omaha, Nebraska, party of the first part, and Harry Batt of Omaha, Nebraska, party of the second part, WITNESSETH:

THAT WHEREAS the said parties of the first part are the owners of and now reside on all of lot fourteen (14) in block fourteen (14) in West End, an addition to the City of Omaha, in Douglas County, Nebraska, as surveyed, platted and recorded, and

WHEREAS the said party of the second part is the owner of and now resides on all of lot thirteen (13) in said block fourteen (14), as surveyed, platted and recorded, which lies just east and adjoining to lot fourteen (14) owned by said first parties, and

WHEREAS there is a driveway between the houses now on said lots, most of which is on the said lot of the said parties of the first part;

Now, therefore, permission is hereby given by said first parties to the said second party to use the said driveway on the following expressed and specific conditions, to-wit:-

1st. That this permission may be terminated by the said first parties at any time by giving to said second party, or to anyone who may hereafter reside on or own the premises now occupied by the said second party, of notice of their desires so to do; and all right to use said driveway by said second party or any other parties residing on or purchasing the said premises from said second party shall at once end and terminate without any liability or claim against the said parties of the first part, or any kind or nature whatsoever on the part of the said second party or his assigns.

2nd. That the privilege hereby granted by the said first parties to the said second party does not now, and never shall hereafter, give any right, interest, claim, estate or title to any part of the lot now owned and occupied by the said first parties, or to any part of said driveway now upon said first parties' lot, of any kind or nature whatsoever, nor shall said first parties obtain any right, interest, claim, estate, or title to any part of the lot of the said second party now covered by said driveway, nor shall the continued use of the said driveway by the said second party be construed to create any prescriptive right, interest, estate or title against the said first parties' lot, of any kind or nature, but the use of the said second party to said driveway, shall be wholly at the will and sufferance of the said first parties, with absolute right of termination at any time without liability or obligation to said second party from the said first parties.

IN WITNESS WHEREOF, the said parties have hereto set their hands and seals the date first above written.

In presence of

Katherine Oliver
Elof Nilsson

Nellie C. Detweiler
J. O. Detweiler
Harry Batt

State of Nebraska,)
) ss
County of Douglas,)

Be it remembered that on this 15th day of September, A.D. 1921, before me, a notary public within and for said County, duly appointed and qualified, personally appeared the above named Nellie C. Detweiler, and J. O. Detweiler, her husband, and Harry Batt, personally known to me to

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2.

be the identical persons whose names are affixed to the above agreement as makers thereof, and each acknowledge the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF I have hereto set my hand and cause my notarial seal to be hereunto affixed on the date first above written.



Eloy Nilsson
Notary Public.

commission expires on the 3rd day of July, A.D. 1922

10. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 2 ⁵⁰
13 DAY Sept 1922 AT 3:50 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS