

Argreement
from
John B Schmidt &

to
John Fitzgerald
Filed for record
April 5th 1880 at 9 P.M.
L.C. Courtney Clerk

John B Schmidt, Esq. John Fitzgerald, Esq. Party Wall Agreement

Witnessed on the 16th Day of May 1874
John B Schmidt and Phil J Sheldon
made and entered into this certain party
wall agreement the said Schmidt being
the owner of lot numbered Eight and said
Sheldon was at that time the owner of
lot Seven in block numbered fifty four
in the City of Lincoln County of Lancaster
and State of Nebraska and Said contract
has and is binding on the heirs and

assigns of each of said parties which said agreement is recorded
in Book O page 248-249 Deeds record County of Lancaster State
of Nebraska and under and in accordance with said agreement
said Schmidt did erect and build a party wall on the said
lots about the date last named and whereas the said John -
Fitzgerald is now the owner of said lot seven and did about
the 25th day of October 1879 use and occupy the said wall in the
erection of a building on said lot seven and whereas the said
John Fitzgerald and the said John B Schmidt has come to
an understanding as and agreement as to the price am-
ount and value of the said party wall built by the said
Schmidt wherefore know ye all by these presents that I
John B Schmidt for and in consideration of Three Hundred and
fifty Dollars in hand to me paid by said John Fitzgerald
the receipt whereof is hereby acknowledged I do release and discharge
the said Fitzgerald from any and all damages or claim
right or demand that the said Schmidt may have claim or
right or demand of the said premises by reason of the building erection
or use of the said party wall - In witness whereof I have here-
under set my hand and Seal this Seventeenth day of December
1879 State of Iowa : John B Schmidt
Elkhorn County

Be it remembered that on this 20th
day of December A.D. 1879 before me the undersigned a Notary
Public duly commissioned qualified for and residing in said
County personally appeared John B Schmidt to me known to
be the identical person described in and recited the within
instrument and acknowledged the said instrument to be his
voluntary act and deed - In testimony whereof I have here-
under set my hand and of fixed my notarial seal the day and
year lastly mentioned at my office in said County - Reatto & Prue
Notary Public in the County of

In the above contract the description referred to should be lot Number 8 from in Block numbered forty four City of Lincoln
Dated at Omaha on this 2^d day of April 1880

John B. Schmidt

State of Iowa } ss
Clayton County }

Be it remembered that on this 2^d day of April 1880 before the undersigned a Notary Public duly commissioned qualified for and residing in said County personally appeared John B. Schmidt to me known to be the individual herein described in and who executed the above instrument of conveyance of the foregoing agreement and acknowledged the said instrument to be his voluntary act and deed for the purpose herein set forth in testimony whereof I hereunto set my hand official seal Notarial the day and year first above written

Reatto E. Price

Notary Public in & for
Clayton Co. Iowa

Trustee
For
George F. Thompson
V.

I do solemnly swear that I am 23 years of age in 1880. I declare George F. Thompson
trustee of the Bankers Mutual Life Insurance Company of the
City of Omaha, Nebraska, affiant
herein being true and correct, that on the 1st day of April 1880
I did receive from the first party herein described
the sum of \$1000.00, the amount of the
balance of the accounts of the said
first party the second party herein described doing these
further to the said party of the second, part of the
following described property, to wit:

First, all in the City of Lincoln, Nebraska, consisting in
and so in the manner in which is described in the
first party's bill of sale to the said party of the second, including
from the 1st day of April 1880, to the 31st day of May 1880,
all in the said property of the second party, in consideration of
the having the premises in trust with the amounts and
with the rest of the first party, from the same party, the
first party will give the same the sum of Thirty five (\$35.00)
dollars per annum in arrears as follows:
Beginning to this, on the 1st day of April 1880.