

Louis London (vs (Filed for record the 10th day of April 1911 at 2,20 o'clock P.M.
Mary Hickey (Fred Klaas, Register of Deeds.

This agreement made this 28th day of May 1909 by and between Louis London and Esther London his wife of Dodge County Nebraska party of the first part and Mary Hickey a widow, of said county and state of the second part witnesseth: Whereas party of the first part is the owner of the following described lot situated in the city of Fremont said county, beginning at a point in the east line of Block one hundred seventy three (173) of the original plat of the city of Fremont aforesaid, which point is seventy seven (77) feet north of the south east corner of said block, thence in a westerly direction at right angles to Main Street in said city one hundred thirty two (132) feet to the west line of lot seven (7) of said block, thence in a northerly direction along the west line of said lot seven (7) twenty and one half (20 & 1/2) feet, thence easterly at right angles to said last described line one hundred thirty two (132) feet, thence southerly at right angles to said last described line along the west margin of Main Street to the point of beginning and party of the second part is the owner of a lot situated in the city of Fremont aforesaid adjoining said above described premises of said party of the first part on the south and described as follows: Beginning at a point on the east line of block one hundred seventy three (173) of the original plat of the city of Fremont aforesaid, which said point is seventy seven (77) feet north of the south east corner of said block thence in a westerly direction at right angles to Main Street in said city one hundred thirty two (132) feet to the west line of lot seven (7) of said block, thence in a southerly direction along the west line of said lot seven (7) twenty (20) feet, thence in an easterly direction at right angles to said last described line one hundred thirty two (132) feet, thence in a northerly direction at right angles to said last described line along the west line of Main Street to the point of beginning.

And party of the first part is about to erect a brick building on the premises so owned by him as aforesaid and it is the desire of the parties that the south wall of said proposed building be located one half thereof on the premises of party of the first part and one half thereof on the premises of party of the second part,

It is expressly agreed by and between the parties hereto that party of the first part shall build the south one half (1/2) in width of the south wall of said proposed building on the north Six (6) inches of the said above described lot of said party of the second part, said wall to be twelve (12) inches in width, eighty (80) feet in length, the basement portion thereof seven (7) feet high and the first story twelve (12) feet high, said wall to be built by A.H. DeLong of Fremont Nebraska according to plans and specifications prepared by said DeLong and which said plans and specifications form a part of the building contract between said party of the first part and said DeLong.

Party of the second part hereby agrees to pay to party of the first part for a half interest in said wall the sum of three hundred fifteen dollars (\$315.00) the same being the one half of the contract price for the construction thereof, payable when when party of second part commences the construction of a building upon her said premises, and it is further expressly agreed by and between the parties hereto that said wall when so constructed shall be held and used by and between the said parties, their heirs, executors, administrators and assigns as and for a party wall and subject to all the rights, privileges and appurtenances to party walls appertaining. And the said party of the first part and Esther London his wife hereby grant unto party of the second part an easement of support of the portion of said wall situated on the premises of party of the second part and party of the second part hereby grants unto party of the first part an easement of support of that part of said wall situated on the premises of party of the first part

In witness whereof said parties have hereunto set theirs hands the day and year first above written. In Duplicate

Witness
A.K. Dame

Louis London
Esther London
Mary Hickey

State of Nebraska, Dodge County, (ss..

On this 4th day of June 1909 before me the undersigned personally appeared Louis London and Esther London his wife and Mary Hickey to me personally known to be the parties described in and who executed the foregoing agreement and each acknowledged the same to be his free act and deed and executed for the purposes therein mentioned.

Witness my hand and official seal the day and year last above written
(A.K. Dame, Notarial seal)
(Dodge County, Nebraska.)

A.K. Dame, Notary Public
Commission expires -