

ARTICLES OF AGREEMENT.)	Articles of agreement entered into this
O.H.Lowe, & wife,)	19th day of July, 1913, by and between O.H.Lowe
Chicago Northwestern R.R.Co.,)	and Fannie Lowe, his wife, parties of the
Filed Aug, 7, 1913.)	first part, and the Chicago & Northwestern
at 1:30 o'clock P.M.)	Railway Company, party of the second part,
Ove T. Anderson, Co. Clk.)	witnesseth:

That whereas, first parties are the owners of the southwest quarter (SW $\frac{1}{4}$) of section Seventeen (17) township seventeen (Twp. 17,) North Range ten east (R. 10 E.) located about one and three quarters (1 $\frac{3}{4}$ mi.) Miles south and east of Arlington, Nebraska, over which the right of way and railroad track of second party is located.

And whereas, first parties are now and for a long time have been using a passage way over said second party's right of way, where same passes over said lands beneath second party's bridge north O-47 as a private crossing:

And whereas a creek flows beneath said bridge over which first parties are required to pass after going beneath said bridge in order to reach a part of their land.

And whereas without a bridge over said creek, for their use, the said passageway so used by first parties under said bridge is claimed by them to be insufficient as a private crossing:

And whereas, first parties are willing to waive and relinquish for themselves, heirs, administrators and assigns all claims and right to a private crossing over said second party's right of way and railroad track at any and all other places where the said railroad passes over said land, in consideration of second party furnishing them with two pieces of timber each 32 feet in length, 8 inches thick and 16 inches wide, also 40 pieces of timber, each 10 feet in length, 8 inches thick, and 8 inches wide, recently taken from said Bridge O-47 by second party in repairing the same, out of which first parties may construct at their own expense a bridge crossing said creek for their use.

And whereas second party is willing to furnish said material in consideration of such waiver and relinquishment and of the agreements and covenants of first party herein contained.

Now therefore, it is hereby agreed as follows, to-wit:-

1. In consideration of second party's agreeing to furnish first parties at or near bridge O-47 located on the land hereinbefore specifically described, two pieces of timber each 32 feet in length, 8 inches thick and 16 inches wide also 40 pieces of timber each 10 feet in length, 8 inches thick and 8 inches wide, recently taken from said bridge, in repairing the same, to be used by first parties in constructing a bridge over the creek flowing beneath said railroad bridge, first parties do hereby agree that the passage way under said bridge O-47 now being used by them as a private crossing, is a sufficient and satisfactory private crossing for their use and same is located at the place desired by them and they do hereby for themselves, heirs, administrators, and assigns waive, and relinquish any and all claims and rights they have to a surface or other crossing over second party's right of way or railroad track, at any other place where same passes over said land.

2. In consideration of the covenants, agreements, waivers and relinquishments of first parties herein contained, second party hereby agrees to furnish first parties the material hereinbefore described for the purposes and use hereinbefore mentioned, said material to be delivered to first parties in the place where the same is now piled near Bridge O-47 and when delivered same is to be used by first parties for the construction of a bridge over the creek hereinbefore mentioned by first parties for their use and at their own expense, and it is further agreed that when said bridge is constructed same is to be maintained by first parties at their own expense.

In witness whereof parties hereto have hereunto signed their names on the date last above written.
O.H.Lowe,
Fannie Lowe, first parties.

Chicago & Northwestern Railway Company.
By F.Walters, Its Gen'l Mgr. second prty.

State of Nebraska. :SS:
Washington County.

On this 19th day of July, 1913, personally appeared before me O.H.Lowe, and Fannie Lowe, husband and wife, to me personally known to be the identical persons who signed the foregoing instrument, and they acknowledge that they signed the same, as their voluntary act and deed for the purposes therein set forth. Witness my hand and official seal on the date last above written.

(Notarial seal)
(Com.expires)
July,22,1915.)
G.C.Marshall, Notary public, in and for said County and state.

AGREEMENT.) The following agreement is this day entered into
C.L.F assnacht, et al.) by and between C.L.Fassnacht, and N.H.Thone, the said
To)
The Public.) Fassnacht and Thone having both agreed upon the erection
Filed Aug,8,1913.) of a 12 inch brick wall, upon the line between Lots 21
at 2 o'clock P.M.) and 22, in Block 37 in the City of Blair, Nebraska,
Ove T.Anderson, Co.Clk.) the said wall has been erected by the said Fassnacht
By Mary Christensn, Dep.) one half of the same being on lot 21 and one half on
lot 22, said wall being sixty feet long and two sotries high, and in consideration of
the sum of Three Hundred forty Dollars (\$340.00) the receipt of which is hereby
acknowledged by the said Fassnacht from the said Thone, the said Fassnacht hereby
sells and conveys to the said Thone, an undivided one half of the said brick wall,
but retaining the fee to that portion of lot 22 Block 37 that said wall occupies.
It is further agreed between the parties thereto, and we hereby bind our heirs
and assigns, that no portion of said wall will be removed, taken down or in any
way altered or changed, without the written consent and agreement of the owners of
said lots. Dated at Blair, Nebraska, this 7th day of January, 1904.
Witness. C.L.Fassnacht.
Geo.B.Riker. H.N.Thone.