

122 G-352

Paul Peterson.

Subscribed in my presene and sworn to before me by the said Paul Peterson this 3rd day of November, 1924.

J. T. Hillquist,
Notary Public.

(NOTARIAL SEAL)
(Com. expires)
(Oct. 23, 1926)

My Commission expires Oct. 23, 1926.

PARTY WALL AGREEMENT.

Joseph E. Marks & Wife

and

Julius Petersen & Wife

Filed Dec. 4th, 1924,
at 2 o'clock, P. M.

Annie C. Martin,
County Clerck.

PARTY WALL AGREEMENT:

THIS INDENTURE, Made in Duplicate, at Blair, Nebraska, this 29th day of November, 1924, by and between Joseph E. Marks, party of the first part, together with Sarah M. Marks, his wife, and Julius Petersen, party of the second part, together with Lizzie Petersen, his wife, WITNESSETH, -

WHEREAS, the said Joseph E. Marks is now the owner in fee simple of:

Lot Number Eight (8), in Block Number Forty-six (46),

and the said Julius Petersen is now the owner in fee simple of:

Lot Number Seven (7), in said Block Number Forty-six (46), all in the City of Blair, Nebraska,

said lots being adjoining lots, and,

WHEREAS, the said Joseph E. Marks has heretofore constructed on the east line of said Lot Number Eight (8), as a part of the building thereon, a brick wall commencing at the south line of said lot, and running thence north along the east side of said lot north sixty (60 ft.) feet, said wall, however, being entirely within the boundaries of said Lot Number Eight (8), and,

WHEREAS, the said Julius Petersen is now about to construct a building on said Lot Number Seven (7), and is desirous of using the said brick wall on the east line of said Lot Number Eight (8), as a part of said building, and is further desirous of extending said wall north forty (40 ft.) feet to the north line of said Lot, and all of said extension to be on said Lot Number Eight (8), as a part of his said intended building.

NOW THEREFORE, in consideration of the premises and the covenants hereinafter expressed between the parties hereto, it is hereby agreed as follows:

In consideration of the payment by the said Julius Petersen to the said Joseph E. Marks of the sum of Five Hundred (\$500.00) Dollars receipt of which is hereby acknowledged by the said party of the first part from the said party of the second part, the said Joseph E. Marks for himself, his heirs, successors and assigns does hereby grant, sell, bargain and convey unto the said Julius Petersen, his heirs, successors and assigns an easement in and to the:

East Half of said brick wall on the east line of said Lot Number Eight (8) and commencing at the south line thereof, and extending north sixty feet,

hereby granting unto the said second party, his heirs and assigns, the right at any time in the future to use the east half of said wall by inserting timbers or other materials up to but not beyond a vertical line drawn through the center and extending along said wall, and to use the same in any reasonable manner as a part of any structure or building on said Lot Number Seven not inconsistent with the use thereof for the same purposes by the party of the first part, his heirs or assigns, and which said use thereof by the party of the second part shall not at any time interfere with the equal use of the other half of said wall by the owner thereof.

It is further agreed between the parties hereto in consideration of the premises

and of the covenants herein expressed that the said second party, his heirs, successors and assigns, is hereby granted and assigned by the first party hereto an easement and right to continue said brick wall on the east line of said Lot Number Eight (8) from the point sixty (60 ft.) feet north of the south line of said lot, where the same now ends, north approximately forty (40 ft.) feet to the north line of said lot, the said extension to be made on said Lot Number Eight (8) in a direct north and south line with the present wall, and said extension wall herein provided for, however, to be of as good a material as the present wall, with a thirty-six (36 in.) inch base bearing properly tapered to a twelve inch wall, which twelve inch wall shall continue to the top of said building, the said building to be one story in height above the basement. The said extension wall shall be built in a good and workmanlike manner and shall be paid for entirely by the party of the second part. In consideration of the granting of said easement to construct said forty foot extension of said east line wall to the party of the second part by the party of the first part as hereinbefore provided it is agreed, and the said party of the second part does hereby grant, convey and assign to the said party of the first part without further consideration or payment the west one half of said brick wall to be constructed by said second party on the east line of said Lot Number Eight (8), commencing at the north line thereof and running thence south forty (40 ft.) feet, together with the right to use and enjoy the same by building thereinto or in any other way not inconsistent with the use of the east half thereof by the party of the second part.

In further consideration of the premises each of the parties hereto conveys hereby to the other party, his heirs, successors and assigns, the right to build said entire wall, from the north line of said lot to the south line of said lot, or any part thereof, up one or more stories in height, at any time, said extension, however, to be built of similar materials and in a good and workmanlike manner. In case the said extension is built by the party of the first part, then the party of the second part is hereby granted the right to the use of the east one-half of the same, in the same manner and for the same purposes as hereinbefore granted to him for the lower part of said wall, upon the payment by him to said first party of one half of the original costs of said extension, but in case said extension is built by the second party, then the first party shall have, and is hereby granted the use of the west one half thereof for the same purposes without charge or expense of any kind whatsoever for said use.

The covenants hereinbefore expressed shall run with the land, and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Witness:

B. H. Honza

Reed O'Hanlon

Joseph E. Marks,
Party of the first part.

Her
Sarah M X Marks,
Mark his wife,

Julius Petersen,
Party of the second part.

Lizzie Petersen,
his wife.

STATE OF NEBRASKA,)
WASHINGTON COUNTY,) SS:

BE IT REMEMBERED, that on this ____ day of November, 1924, before me, the undersigned, a Notary Public, duly qualified for and residing in Washington County, Nebraska, personally appeared Joseph E. Marks, Julius Petersen, and Lizzie Petersen, his wife, each personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, and each for himself acknowledged the execution thereof to be his voluntary act and deed.

Given under my hand and Notarial Seal, at Blair, in Washington County, Nebraska, this 29th day of November, 1924.

Reed O'Hanlon, Notary Public.