

(NOTARIAL SEAL)
(Com. expires)
(March 15, 1929)

STATE OF NEBRASKA,)
DOUGLAS COUNTY,)

SS:

BE IT REMEMBERED that on this 1 day of December, 1924, before me, the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally appeared Sarah M. Marks, to me personally appeared Sarah M. Marks, to me personally known to be the wife of Joseph E. Marks, and one of the persons who signed the above and foregoing instrument, and she did acknowledge the execution of the same to be her voluntary act and deed.

Given under my hand and Notarial Seal, at Omaha, in Douglas County, Nebraska, this 1 day of December, 1924.

B. H. Honza,
Notary Public.

(NOTARIAL SEAL)
(Com. expires)
(July 30, 1930)

PARTY WALL AGREEMENT

L. L. Lantry & Wife
and
Joseph E. Marks & Wife.
Filed Dec. 4, 1924,
at 2 o'clock, P. M.
Annie C. Martin, County Clerk.

PARTY WALL AGREEMENT.

THIS INDENTURE, Made in duplicate the 22nd day of September, 1922, by and between L. L. Lantry, party of the first part, and Mary G. Lantry, his wife, and Joseph E. Marks, party of the second part, and Sarah M. Marks, his wife,

WITNESSETH:

WHEREAS, the said L. L. Lantry is now the owner in fee simple of: Lot No. Nine (9) in Block Forty-six, (46), City of Blair, Nebraska,

and the said Joseph E. Marks is the owner in fee simple of:

Lot No. Eight (8), in Block No. Forty-six (46), City of Blair, Nebraska,

said lots being adjoining lots, and,

WHEREAS, there is now on the boundary line between said lots a party wall commencing at the north end of said lots and running south seventy feet, which said wall was constructed under a party wall agreement between the owners of said lots, and,

WHEREAS, the said Joseph E. Marks, party of the second part, is now desirous of constructing a brick addition on the rear of the building now on his said lot and for the purpose thereof desires to extend said party wall south thirty feet to the south end of said lots,

NOW THEREFORE, -

In consideration of this agreement and of the covenants hereinafter contained, each of said parties hereby covenants with the other, his heirs and assigns, that the said Joseph E. Marks, party of the second part, shall, and he hereby is, granted, by these presents, authority to construct the west wall of said brick addition on the line between said Lots 8 and 9 adjoining the party wall now on said line and extending to the south line of said lots, which said wall herein authorized shall be constructed of good material with a thirty-six inch bearing at the base, properly tapered to a twelve inch wall, which twelve inch wall shall continue to the top of the said building, the said building to be one story in height above the basement. The said wall shall be constructed in good, proper and workmanlike manner and shall be paid for by the said Joseph E. Marks, party of the second part.

It is further agreed that the said party of the first part may, at any time in the future, use 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, which said use shall not at any time

in any manner interfere with the equal use of the other half of the wall by the other owner, provided, however, that the said party of the first part shall, before using said wall in any way, pay to the party of the second part or to his heirs or assigns, one-half of the original cost of the construction, which said original cost is hereby agreed to be the sum of \$1,000.00, to the said party of the second part, his heirs or assigns, the said payment to be made in cash, without interest, and for the payment of which when the same becomes due, the said party of the first part hereby grants, and creates a lien on said Lot Number Nine (9).

Nothing herein contained shall interfere with the right of either of said adjoining owners, their respective heirs or assigns, to carry up their buildings on their own side of said wall to any height, and for the purpose thereof either of said parties, their heirs or assigns, may extend the height of said wall.

The covenants hereinbefore set forth shall run with the land and bind the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto, together with their respective wives, have hereunto set their hands the day and year first above written, at Blair, in Washington County, Nebraska.

WITNESS:
Reed O'Hanlon

(L. L. Lantry
(Mary G. Lantry
(Joseph E. Marks
(her
(Sarah M. X Marks
(mark -

E. G. Miller.

STATE OF NEBRASKA,)
WASHINGTON COUNTY,)

SS:

Before me, the undersigned, Reed O'Hanlon, a Notary Public, in and for said County and State, personally came L. L. Lantry and Mary G. Lantry, husband and wife, to me known to be the identical persons whose names are affixed to the above and foregoing Party Wall Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written at Blair, Washington County, Nebraska.

(NOTARIAL SEAL)
(Com. expires)
(Mar. 15, 1923)

Reed O'Hanlon,
Notary Public.

STATE OF NEBRASKA,)
DOUGLAS COUNTY,)

SS:

On this 31st day of March, 1923, before me, the undersigned a Notary Public in and for said County, personally appeared Joseph E. Marks, and Sarah M. Marks, husband and wife, to me personally known to be the identical persons who signed the above and foregoing Party Wall Agreement, and acknowledged the execution of the same to be their voluntary act and deed.

GIVEN under my hand and Notarial Seal at Omaha, in Douglas County, and State of Nebraska, this 31st day of March, 1923.

(NOTARIAL SEAL)
(Com. expires)
(Aug. 8, 1928)

E. G. Miller,
Notary Public.
