

MISCELLANEOUS RECORD, No. 45

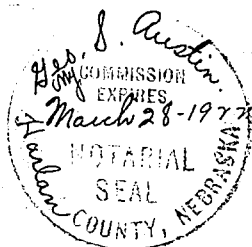
state of Nebraska,)
County of Harlan) SS.

On this 31st day of May, 1919, before me a Notary Public duly commissioned and qualified for and residing in said county, personally appeared Edgar L. Means, & Jessie B. his wife, personally known to me to be one of the parties who executed the foregoing party wall agreement, and he acknowledged said instrument and the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the date last above written.

Geo. S. Austin

Notary public



My commission expires 28th day of Mar. 1922.

State of Nebraska)
Douglas County,)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 11th day of June, A. D. 1919, at 10.10 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by, W&A

5. PARTY WALL AGREEMENT.

Edgar L. Means et al.

&

Mame Goodhard et al.

WHEREAS Edgar L. Means of Orleans, Nebraska, is the owner of Lot Six (6) in Block Ninety-two (92) of the original

plat of the City of Omaha, Douglas County, Nebraska,

AND WHEREAS, Mame Goodhard, Kate Gardiner, Ida M. Gardiner, and Jeannette Gardiner are the owners of the East forty-four (44) feet of Lot Three (3) in Block Ninety-two (92) of the original plat of the City of Omaha, Douglas County, Nebraska, and that Kate Gardiner, Ida M. Gardiner and Jeannette Gardiner are the owners of the West twenty-two (22) feet of said Lot Three (3) in Block Ninety-two (92) of the original plat of the City of Omaha, Douglas County, Nebraska, and that the ownership of all of Lot three (3) in Block Ninety-two (92) of said City of Omaha, is subject to the life interest of George Gardiner in said described property.

AND, WHEREAS, Edgar L. Means is now erecting on Lot Six (6) in Block Ninety-two (92) of the City of Omaha above described a building covering all of said Lot six (6), the building to be six stories in height but the outside walls to be so constructed as to be sufficient under the ordinances of the City of Omaha for the construction of a building eight stories in height.

AND, WHEREAS, in consideration of one dollar in hand paid the said Mame Goodhard, Kate Gardiner, Ida M. Gardiner and Jeannette Gardiner and George Gardiner hereby agree that said Edgar L. Means shall rest one-half of the north wall of the building to be erected covering the entire Lot Six (6) in Block Ninety-two (92) above described on said Lot Three, Block Ninety-two (92) above described, and as part of the consideration for resting one-half of said wall on said Lot Three (3), Block Ninety-two (92) it is agreed by the said Edgar L. Means, his heirs and assigns, that said wall shall extend across the entire south end of said Lot Three (3) in Block Ninety-two (92) and shall be built in accordance with the ordinances of the city of Omaha, for a building eight stories in height.

MISCELLANEOUS RECORD, No. 45

AND, WHEREAS, the said Edgar L. Means, his heirs and assigns, hereby agree that whenever the said owners of Lot Three (3) in Block Ninety-two (92), or their heirs and assigns shall desire to erect a building on said Lot Three (3) in Block Ninety-two (92) and use part, or all of the party wall, which will then extend across the entire south end of said Lot Three (3) in Block Ninety-two (92) that they may do so, and the only consideration to be paid at that time being one-half of the appraised value of that portion of the wall used by the said owners of Lot Three (3), Block Ninety-two (92) City of Omaha, as above described, their heirs and assigns, including the foundation and footings of that part of said wall. Said appraisement to be made by three dis-interested free-holders of Douglas County, Nebraska, one to be selected by Edgar L. Means, his heirs or assigns, and the other to be selected by the present owners of Lot Three (3), Block Ninety-two (92) as above described, their heirs or assigns, and these two so selected to then select a third appraiser.

AND, WHEREAS, it is further agreed by the parties hereto that if the owners of Lot Three (3), Block Ninety-two (92) City of Omaha, their heirs or assigns should erect a building that will not require a wall on the south end of said Lot Three (3), Block Ninety-two (92) of the same thickness and strength as is now required by said Edgar L. Means in the erection of his building on Lot Six (6), Block Ninety-two (92) City of Omaha, then the said owners of said Lot Three (3), Block Ninety-two (92), their heirs or assigns may still use the said party wall above described extending along the entire south end of said Lot Three (3) but will be required to pay only one-half of the cost of such a wall as the ordinances of the City of Omaha require for such a building as the owners of said Lot Three (3), Block Ninety-two (92), their heirs or assigns may erect.

THIS AGREEMENT and the provisions therein shall be binding not only upon all the parties hereto, but also on their heirs and assigns.

Jessie B. Means, being the wife of the said Edgar L. Means, and John W. Goodhard, husband of the said Mame Goodhard join in this instrument and agree to all the terms and agreements herein contained.

Dated this 7th day of May, A. D. 1919.

In presence of
Geo. S. Austin

(Edgar L. Means
(Jessie B. Means

Geo. Forgan

(Mame Goodhard
(John W. Goodhard
(Kate Gardiner
(Ida M. Gardiner
(Jeannette Gardiner
(George Gardiner

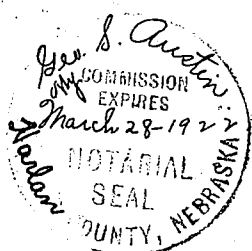
State of Nebraska,)
County of Harlan.) SS.

On this 31st day of May, A. D. 1919, before me the undersigned a Notary Public in and for said County, personally came Edgar L. Means and Jessie B. Means, his wife, personally to me known to be the identical persons whose names are affixed to the above Agreement, and acknowledged the same to be their voluntary act and deed for the purposes therein expressed .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
on the day and year last above written.

Geo. S. Austin

Notary public



My commission expires Mar. 28, 1922.

MISCELLANEOUS RECORD, No. 45

State of Nebraska,)
Douglas County,) SS.

On this 7th day of May, A. D. 1919, before me the undersigned, a Notary public in and for said County, personally came Mame Goodhard and John W. Goodhard, her husband, Kate Gardiner, Ida M. Gardiner and Jeannette Gardiner, all single, and George Gardiner, who is a widower, personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal on the day and year last above written.

Geo. Forgan
Notary Public

My commission expires July 9th, 1924.



State of Nebraska,)
Douglas County,)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 11th day of June, A. D. 1919, at 10.10 o'clock A. M.

Harry Pearce,
Register of Deeds.

Compared by, W&A

6. REAL ESTATE CONTRACT.)
Mary Anderson)
&)
Lary Washka)

ARTICLES OF AGREEMENT, Made this 20th day of March, 1919, between Mary Anderson, of the first part, and Lary Washka, of the second part,

WITNESSETH, That the said party of the first part, has this day bargained and sold to the said party of the second part, the following described real estate situated in the County of Douglas and State of Nebraska, to-wit:

Lots Number Twelve and Thirteen (12 & 13) in Block Number One (1), Drew's Hill Addition to south Omaha, now Omaha, Nebraska, according to the recorded plat thereof for the sum of one thousand six hundred and no/100ths (\$1600.00) Dollars. Three hundred and no/100ths (\$300.00) Dollars of which has been paid in hand, the receipt whereof is hereby acknowledged. The remaining principal with accrued interest at the rate of Seven (7%) per cent per annum, shall be paid to the party of the first part, at the office of ° the times and in the manner following, that is to say:

Twenty and no/100ths (\$20.00) Dollars to be paid on the 20th day of March, 1919, and Twenty and no/100ths (\$20.00) Dollars to be paid on the 20th day of each and every month thereafter until all paid together with the interest at Seven (7%) per cent. Interest to be computed every six (6) months and deducted from monthly payments, remainder of monthly payments to be credited to principal.

Now, if the said party of the second part shall pay the sum as above set forth, time being the essence of this contract, and shall pay all taxes and assessments, whether special or general which may become due on said real estate for the year 1919, and thereafter until the above payments are all made, then said party of the first part shall at his own cost, execute and deliver to the said party of the second part, or his assigns, upon surrender of this contract, a warranty deed to the above described premises.