

# MISCELLANEOUS RECORD, No. 71

220495-OMAHA-PRINTING-CO.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said County Court, at Omaha, this 29th day of October in the year of our Lord, One Thousand Nine Hundred and Twenty-one.

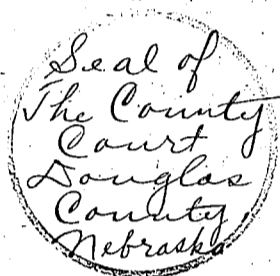
(SEAL)

BRYCE CRAWFORD  
County Judge.

STATE OF NEBRASKA, )  
                          ) SS.  
COUNTY OF DOUGLAS, )

I, Bryce Crawford, Judge of the County Court of Douglas County, Nebraska, do hereby certify that the foregoing is a true and correct copy of the Letters Testamentary issued to Elizabeth F. Shukert and Isabel C. Shukert in the matter of the estate of Gustave E. Shukert, deceased, and of the whole of said letters, that said original letters are on file in said County Court, and that said executrices are still the duly appointed, qualified and acting executrices of said estate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Court, at Omaha, this 2nd day of June, 1925.



BRYCE CRAWFORD  
County Judge.

By Clyde C. Sundblad,  
Clerk of the County Court.

State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 11th day of June, A.D., 1925, at 4:30 o'clock P.M.

Harry Pearce,  
Register of Deeds.

Compared by W&H.

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1. PARTY WALL AGREEMENT. )  
E. E. Bruce                     ) )  
    and                             ) )  
Edgar L. Means                 ) )

AGREEMENT.

It is agreed between E. E. Bruce of Omaha, Nebraska, party of the first part and Edgar L. Means of Orleans, Nebraska, party of the second part as follows:

The party of the first part is the owner of Lots seven (7) and eight (8), Block Ninety-two (92) of the city of Omaha, Nebraska, and the party of the second part is the owner of lot Six (6) in the same block.

It is the desire of both the parties hereto to define their rights as to any wall to be hereafter erected upon said party line between Lots seven (7) and eight (8) and Lot six (6).

It is therefore, agreed that should either of the parties hereto desire to erect a building upon its said property before the other party is ready to erect a building upon its said property such party desiring to erect such building shall have the right to construct the party wall and rest one-half thereof on the ground of the other party and whenever the other party shall desire to erect a building and use said party wall such last named party shall have right to use and shall pay to the party which erected said wall one-half of the appraised value thereof, provided that the whole of said wall is used by the party thus

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buying;but if the building last erected shall not be as high or as long as the building first erected then the party owning the building last erected shall only be required to pay one-half the appraised value of that portion of the wall used by it including the foundation and footings of said wall. The appraisement shall be made by three disinterested freeholders of Douglas County, Nebraska, one to be selected by each of the parties hereto and the other by the two first selected.

If the party of the second part shall commence the erection of a building on its premises before the party of the first part has executed a building on its premises and the party wall which the party of the second part proposes to erect should not be of the thickness and strength desired by the party of the first part then the party of the first part shall have the right to have said party wall constructed of the thickness and strength required by the said party of the first part, provided said party of the first part shall pay one-half (1/2) of the cost of such wall as the ordinances of the City of Omaha require for such a building as the party of the second part is about to erect and does erect on its said ground and shall pay the cost, if any, of said wall in excess of the cost of such a wall as is required by said ordinances for the building to be erected by said party of the second part. The same privilege is granted to the party of the second part in case the party of the first part should first erect a building on its said premises.

In case either party should take advantage of the privilege given it in the last paragraph hereof and should thereby be required to pay the excess cost of a wall of extra thickness or strength, and the other party should afterwards make use of said wall to an increased height or length for a building requiring a heavier wall than that which said party had paid its onehalf of cost, then such other party shall on making said new use of said party wall pay to the party which originally paid for the excess thickness or strength of said wall a sum which will equalize between the parties the cost of said entire wall, thus finally used by both parties.

It is further agreed that this agreement shall be effective as to grantees, heirs, devisees, executors and administrators of the respective parties hereto.

Dated this 11th day of June, 1919.

Witness.

Maude Mackenzie

E. E. Bruce

Edgar L. Means

State of Nebraska )  
Douglas County, ) ss.

On this 12th day of June, 1919, before me, a Notary Public in and for said county, personally came the above named E. E. Bruce, who is personally known to me to be the identical person whose name is affixed to the above instrument as party of the first part, and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and date last aforesaid.

C. G. Eckman  
Notary Public.

State of Nebraska, )  
Douglas County, ) ss.

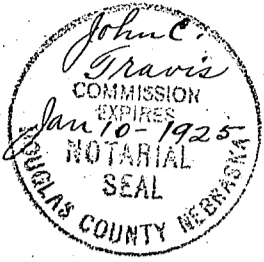
On this 12th day of June, 1919, before me, a Notary Public in and for said county, personally came the above named Edgar L. Means, who is personally known to me to be the identical person whose name is affixed to the above instrument as party of the second part,



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AND he acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and Notarial Seal the day and date last aforesaid.

John C. Travis
Notary Public.

State of Nebraska, )
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in
the Register of Deeds' Office of said County, the 12th
day of June, A.D., 1925, at 8:30 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by W&O.

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2. CONTRACT.

John G. Clark

and

James P. Ratigan & wf.

CONTRACT.

THIS AGREEMENT WITNESSETH, That John G. Clark, of Omaha, Nebraska,
party of the first part, has agreed to sell and convey to James P.
Ratigan and Edna A. Ratigan (husband and wife) of Omaha, Nebraska,

party of the second part, upon the terms and conditions hereinafter expressed:

The East forty (40) feet of Lots 7 and 8, Block 3, Wakeley Addition to the City
of Omaha, as surveyed, platted and recorded (known as 5416 Pacific Street), in Douglas County,
Nebraska, and said second party hereby agrees to pay to said first party for said premises,
the sum of Forty seven Hundred and eighty five and no/100 (\$4785.00) Dollars, in monthly
payments as follows: \$500.00 cash in hand paid, receipt of which is hereby acknowledged, the
balance to be paid at the rate of \$45.00 per month, deferred payments to draw interest at the
rate of 60 cents per month for each hundred dollars or fraction thereof, payable monthly.

First monthly payment to be made on or before July 5th, 1925.

The execution of this contract shall be and constitute an acceptance and appro-
val of the title to the premises herein involved as of the date hereof.

It is understood that this sale is made subject to the 1925 County taxes and all
special assessments or installments thereof not delinquent at the date hereof and all sub-
sequent taxes and assessments, and second party agrees to pay all taxes and assessments before
the same become delinquent and to keep the improvements on said premises insured at their
insurable value with loss, if any, payable to first party.

It is agreed that when said purchase price and all said taxes and assessments have
been paid, said first party will execute and deliver to said second party a Warranty Deed con-
veying said above described premises, free and clear of any incumbrances accruing prior to the
date of this contract, and thereby covenanting to warrant and defend the title to said premises
against the lawful claims of all persons thereafter claiming by, through or under said first
party to and including the date of such deed.

It is further understood and agreed by and between said parties that said
first party may elect to execute and deliver to said second party a Warranty Deed of said
premises, and receive from said second party and wife a duly executed note and mortgage upon
said premises for the unpaid balance of the purchase price and interest.

If the said sum of money, or any part thereof, or any interest thereon, be not
paid when the same is due, or if the second party shall violate any of the provisions or con-
ditions of this contract, then the whole of said sum, with interest, shall become due and payable
at the option of the first party herein.