

Lt 3, 4, 5
Block 3

Party Wall

On 27 day of February, 1918, before me, a Notary Public in and for said County, personally came Nathan Bernstein, to me known to be the same as subscribed to the above and foregoing instrument, and of the same to be his voluntary act and deed. Witness my hand and official seal the day and date aforesaid.

Rene F. Sasstrom, Notary Public.

NEBRASKA,) Entered on Numerical Index and filed for record
COUNTY,) in the Register of Deeds Office of said County,
City of Omaha, N.E. 1918, at 4:00 o'clock P.M.

Harry Pearce,

Register of Deeds.

Compared by R&W

1. Party Wall Contract.

Joseph L. Peska & wife,
and
Charles T. Olson.

This Contract made and entered into the sixth (6) day of October 1917 A.D. by and between Joseph L. Peska and Mary Peska his wife, party of the first part, and Charles T. Olson party of the second part, both of the City of Omaha,

County of Douglas and State of Nebr.

WITNESSETH

Whereas the said party of the first part is the Owner of the east one half of lot five (5) in Block three (3) in "Maloyon Heights" an addition to Omaha and

Whereas the said first party is also the Owner of a two story brick building with basement erected thereon, the east line of said east one half of said lot 5 being the east line of said building and

Whereas, the party of the second part is the Owner of the west one half of lot four (4) in said Block three (3) adjoining the said east one half of lot 5 to the east and

Whereas the said second party is about to erect a one story and basement brick building adjoining the said two story brick building of the said first party to the east along the east line and

Whereas the said second party desires to use part of said east wall of said two story brick building belonging to the said first party

Now, therefore, in consideration of the sum of three hundred Dollars (\$300.00) lawful money in hand paid to the said first party and other mutual benefits derived by said parties, each from the other it is hereby agreed and contracted by and between said parties, that the said second party shall use the east (6 1/2") six and one half inches of the said east wall of the said two story building and the ground thereon is erected upon from north to south end, (sixty feet long) and from the bottom of the footings of said wall to a height of 18 feet above the sidewalk line at the building (eighteen feet) at the north end of said wall, all as shown on the drawing hereto attached and marked Plan of Party Wall between lots 4 and 5 Block 3 Maloyon Heights, Omaha, Nebr.

It is further agreed by the parties hereto that should the party of the second part desire to use more of said wall in height and 6 1/2" thick or all of the height of same and 6 1/2" thick the said second party shall pay to the said first party the sum of fifteen Dollars (\$15.00) per one thousand brick, wall measure, contained in the balance of said wall or part of same so used.

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MISCELLANEOUS RECORD No. 40

It is further mutually agreed, that in the event said wall or any part thereof is destroyed by fire or any other cause either party may rebuild the same in whole or in part and the said wall so rebuilt shall be a party wall and the other party shall have the same rights therein as heretofore mentioned.

It is further mutually agreed that each and every covenant, privilege, condition, right, term and agreement herein contained shall pass to and be binding upon the heirs, executors, administrators and assigns of said first party and that the said parties and the said parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, which said agreement shall be and remain in force and effect until mutually rescinded and revoked and that each and every provision thereof shall run with the land described herein and be binding and limit each and every subsequent owner of said property or any portion thereof.

IN WITNESS WHEREOF the said parties have executed this Contract in duplicate and have hereunto set their hand and seal on the date and year first above written.

Witnesses

Nita M. Ranz
Howard E. Hutton
T. A. Drejer

Joe. L. Peska
Mary Peska
Party of the first part.
Chas. T. Olson
Party of the second part.

State of Nebraska,
Douglas County.

18-2.

On this sixth day of October 1917 before me T. A. Drejer, a Notary Public in and for said County, personally came the above Joseph L. Peska and Mary Peska his wife and Charles T. Olson, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

Witness my hand and seal the day and year aforesaid.

T. A. Drejer,

Notary Public.

My Commission expires Oct. 27-1919.

State of Nebraska,
Douglas County.

Entered on Numerical Index and filed for record
in the Register of Deeds Office of said County,
the 5th day of March, 1918, at 10.15 o'clock A.M.

Harry Pearce,

Register of Deeds,

Compared by RAW

40/211

MISCELLANEOUS RECORD No. 40

2. Party Wall Contract.
Charles T. Olson & wife,
and
Byron W. Hall & wife,

A. Hall his wife party of the second part, both of the City of Omaha, County of Douglas and State of Nebraska,

WITNESSES

Whereas the said party of the first part is the Owner of the West twenty two and one half feet of lot four in Block three. (W. 22'6" L. & B. 3) Halcyon Heights an addition to Omaha and the party of the second part is the Owner of the East twenty two and one half feet of said lot four in Block three (E 22'6" L. & B. 3) in the same addition to Omaha both fronting in Main Street of Omaha, (formerly Benson) and

Whereas the said first party of the first part is about to erect a one story and basement brick building upon the said West half of said lot four, and

Whereas both parties desire to enter into a Party Wall Contract concerning their respective portions of said lot four to the end that the east wall of said proposed building to be erected by said first party shall be a party wall.

NOW THEREFORE,

In consideration of the mutual benefits derived by said parties, each from the other, it is hereby agreed and contracted, by and between said parties, that the first party shall place the east wall of the said proposed building exactly upon the dividing line of the said east one half and the said west one half of said lot 4 in block 3 Halcyon Heights so that one half of the thickness of said wall shall be on the west one half, and the other one half of the same wall shall be on the east one half of the said lot 4 in Bl. 3 in the addition mentioned above.

It is further mutually agreed by the parties hereto that the wall above mentioned shall be built by the said first party of brick and the footings and foundations of brick or concrete all in a good, substantial workmanlike manner and according to ordinances of the City of Omaha pertaining to the erection of buildings and all as shown on drawings attached hereto and marked plan of Party Wall

The length of the said wall shall be sixty feet from the north line of said lot to the south end of same and the thickness of the basement shall be not less than 16" thick and the first story wall including part above same shall be 13" thick

and in consideration of the erection of said wall by the first party at his own cost and expense, the said second party promises and contracts that when he improves his part of the said east one half of said lot that he will use said wall as the west wall of his improvement to the extent that he may need the same or to the extent that the said wall is available for such use, and pay to the said first party for the said wall, or the portion thereof so used by him, a sum equal to one half of the cost of erecting that portion of said wall at the time of using same, including basement walls, footings, excavation, chimneys and chimney caps and the tile coping.

Said payment to be made by the party of the second part before the use of said wall or any part thereof begins by said second party.

40/212

MISCELLANEOUS RECORD No. 40

It is further agreed that either party shall have the right to extend said wall in length with basement not less than 7'9" deep or in height or both any desired length the full length of the lot and in height as far as permissible according to Omaha City Ordinances above mentioned.

The said extensions to be a party wall and the other party to have the same rights therein and upon the same terms as the second party has in the wall constructed by the said first party in the first instance under the provisions hereof.

It is further mutually agreed between the parties hereto that in the event said wall or any part thereof is destroyed by fire or other cause, either party may rebuild the same in whole or in part and the said wall so rebuilt shall be a party wall and the other party shall have the same rights therein under the same provisions above mentioned.

It is further agreed that the cost of up-keeping and repairs and maintenance of the said wall or so much thereof as may be jointly used shall be borne by the parties hereto, share and share alike during such joint use only.

It is further mutually agreed by the parties hereto that each and every covenant, privilege, condition, right, term and agreement herein contained shall pass to and be binding upon the heirs, executors, administrators and assigns of both parties and that these parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, which said agreement shall be and remain in force and effect until mutually rescinded and revoked and that each and every provision herein shall run the lands described herein and be binding and limit each and every subsequent owner of said property or any portion thereof.

IN WITNESS WHEREOF, the said parties have executed this contract in duplicate and have hereunto set their hands and seal on the date and year first above written.

SIGNERS.

T. A. DREJER
Hita M. Ross

Charles T. Olson
Mathilda Olson
Party of first part.

Agnes W. Hall
Julia A. Hall
Party of the second part.

STATE OF NEBRASKA,
COUNTY OF DOUGLAS 188.

On this sixth day of October 1917 before me T.A. Drejer a Notary Public in and for said County personally came the above Chas. T. Olson and Mathilda Olson his wife and Agnes W. Hall and Julia A. Hall his wife, who are personally known to me to be the said persons whose names are affixed to the above instrument as Grantors and they acknowledged the instrument to be their voluntary act and deed for the purpose therein

Witness my hand and seal the day and year aforesaid mentioned.

T. A. Drejer, Notary Public.

My commission expires 27th Oct. 1918.

MISCELLANEOUS RECORD No. 40

State of Nebraska,
Douglas County.

Entered on Numerical Index and filed for record in the
Register of Deeds Office of said County, the 5th day
of March, 1918, at 10.15 o'clock A.M.

Harry Pearce,

Register of Deeds,

Compared by BAW

3. Party Wall Contract.

Charles W. Olson and wife
and
Egroy W. Hall and wife.

This Contract made and entered into this sixth
day of October 1917, (Oct. 6, 1917 A.M.) by and between Charles
W. Olson and Kathilda Olson, his wife, party of the first part
and Egroy W. Hall and Julia A. Hall his wife party of the second
part, both of the City of Omaha, County of Douglas and State of Nebraska.

WITNESSES

Whereas the said party of the first part is the Owner of the West twenty two and one half
feet of lot four in Block three, (W. 22'6" L. 4 B. 3) Halcyon Heights an addition to Omaha and
the party of the second part is the owner of the East twenty two and one half feet of
said lot four in Block three (E 22'6" L. 4 B. 3) in the same addition to Omaha both fronting
13 Main Street of Omaha, (formerly Benson) and

Whereas the said first party of the first part is about to erect a one story and base-
ment brick building upon the said West half of said lot four, and

Whereas both parties desire to enter into a Party Wall Contract concerning their
respective portions of said lot four to the end that the east wall of said proposed building
to be erected by said first party shall be a party wall.

NOW THEREFORE.

In consideration of the mutual benefits derived by said parties, each from the other, it
is hereby agreed and contracted, by and between said parties, that the said first party shall
place the east wall of the said proposed building exactly upon the divider line of the said
east one half and the said west one half of said lot 4 in BLOCK 3 Halcyon Heights so that
one half of the thickness of said wall shall be on the west one half, and the other one half of
the same wall shall be on the east one half of the said lot 4 in BL. 3 in the addition men-
tioned above.

It is further mutually agreed by the parties hereto that the wall above mentioned shall
be built by the said first party of brick and the footing and foundation of brick or concrete
all in a good, substantial workmanlike manner and according to ordinances of the City of Omaha
pertaining to the erection of buildings and all as shown on drawings attached hereto and
marked Plan of Party Wall.

The length of the said wall shall be sixty feet from the north line of said lot to the
south end of same and the thickness of the basement shall be not less than 15" thick and the
first story wall including part above same shall be 12" thick

It is further agreed that either party shall have the right to extend said wall in length with basement not less than 7'6" deep or in height or both any desired length the full length of the lot and in height as far as permissible according to Omaha City Ordinances above mentioned.

The said extension to be a party wall and the other party to have the same rights therein and upon the same terms as the second party has in the wall constructed by the said first party in the first instance under the provisions hereof.

It is further mutually agreed between the parties hereto that in the event said wall or any part thereof is destroyed by fire or other cause, either party may rebuild the same in whole or in part and the said wall so rebuilt shall be a party wall and the other party shall have the same rights therein under the same provisions above mentioned.

It is further agreed that the cost of up-keeping and repairs and maintenance of the said wall or so much thereof as may be jointly used shall be borne by the parties hereto, share and share alike during such joint use only.

It is further mutually agreed by the parties hereto that each and every covenant, privilege, condition, right, term and agreement herein contained shall pass to and be binding upon the heirs, executors, administrators and assigns of both parties and that these parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, which said agreement shall be and remain in force and effect until mutually rescinded and revoked and that each and every provision herein shall run the tenor described herein and be binding and limit each and every subsequent owner of said property or any portion thereof.

IN WITNESS WHEREOF, the said parties have executed this contract in duplicate and have hereunto set their hands and seal on the date and year first above written.

T. A. DREJER
Notary Public

Charles T. Olson
Mathilda Olson
Party of first part.

Rayson W. Hall
Julia A. Hall
Party of the second part.

STATE OF NEBRASKA,
COUNTY OF BOULDER, SS.

On this sixth day of October 1918 before me T. A. Drejer a Notary Public in and for said County personally came the above Chas. T. Olson and Mathilda Olson his wife and Rayson W. Hall and Julia A. Hall his wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors and they acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

Witness my hand and seal the day and year aforesaid mentioned.

T. A. Drejer, Notary Public

My commission expires 27th Oct. 1919.



MISCELLANEOUS RECORD No. 40

1215

And in consideration of the erection of said wall by the first party at his own cost and expense, the said second party promises and contracts that when he improves his part of the said east one half of said lot that he will use said wall as the west wall of his improvement to the extent that he may need the same or to the extent that the said wall is available for such use, and pay to the said first party for the said wall, or the portion thereof he need by him, a sum equal to one half of the cost of erecting that portion of said wall at the time of using same, including basement walls, footings, excavation, chimneys and chimney caps and the tile coping.

Said payment to be made by the party of the second part before the use of said wall or any part thereof begins by said second party.

It is further agreed that either party shall have the right to extend said wall in length with basement not less than 7'9" deep or in height or both any desired length the full length of the lot and in height as far as permissible according to Omaha City Ordinances above mentioned.

The said extensions to be a party wall and the other party to have the same rights therein and upon the same terms as the second party has in the wall constructed by the said first party in the first instance under the provisions hereof.

It is further mutually agreed between the parties hereto that in the event said wall or any part thereof is destroyed by fire or other cause, either party may rebuild the same in whole or in part and the said wall so rebuilt shall be a party wall and the other party shall have the same rights therein under the same provisions above mentioned.

It is further agreed that the cost of up-keeping and repairs and maintenance of the said wall or so much thereof as may be jointly used shall be borne by the parties hereto, share and share alike, during such joint use only.

It is further mutually agreed by the parties hereto that each and every covenant, privilege, condition, right, term and agreement herein contained shall pass to and be binding upon the heirs, executors, administrators and assigns of both parties and that these parties and their representatives and assigns may lawfully use and enjoy the said party wall in accordance with this agreement, which said agreement shall be and remain in force and effect until mutually rescinded and revoked and that each and every provision herein shall run the lands described herein and be binding and limit each and every subsequent owner of said property or any portion thereof.

IN WITNESS WHEREOF, the said parties have executed this contract in duplicate and have hereunto set their hands and seal on the date and year first above written.

Witnesses

W. H. Paas

T. A. Drejer

Charles T. Olson

Mathilda Olson

Party of first part.

Byron W. Hall

Julia A. Hall

Party of second part.

STATE OF NEBRASKA

COUNTY OF DOUGLAS.

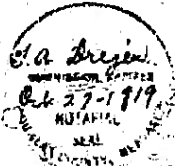
On this sixth day of October 1917 before me T. A. Drejer a Notary Public in and for said County personally saw the above Chas. T. Olson and Mathilda Olson his wife and Byron W. Hall and Julia A. Hall his wife, who are personally known to me to

MISCELLANEOUS RECORD No. 40

be the identical persons whose names are affixed to the above instrument as given and they acknowledged the instrument to be their voluntary act and deed, for the purpose therein stated.

Witness my hand and seal the day and year aforesaid mentioned.

T. A. Drejer,
Notary Public.



My commission expires Oct. 27-1919

State of Nebraska,
Douglas County.

Entered as Numerical Index and filed for record in the Register of Deeds Office of said County, the 500 day of March, 1918, at 10.15 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by RAW

4. Contract & Assigt.)
The Byron Reed Co.)
to)
Elmer Hansen.

THIS AGREEMENT, Made and entered into this First day of April, 1916, by and between The Byron Reed Company, a corporation organized under the laws of the State of Nebraska, party of the first part, and Elmer Hansen party of the second part

WITNESSETH, THAT the said party of the first part, for and in consideration of the sum of One Hundred (\$100.00) dollars in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, and time being the essence of such condition, that the said party of the second part his heirs, executors, administrators or assigns, shall and do well and faithfully perform the covenants and agreements hereinafter mentioned on the part of the said party of the second part, first to be kept and performed, both hereby, for itself, its successors, and assigns, covenant, promise and agree to execute and deliver to the said party of the second part, a good and sufficient warranty deed, subject to all taxes, hereafter levied, of and for the following described real estate, situate in the County of Douglas and State of Nebraska, to wit:

Commencing at a point, One Hundred and Twenty-five (125) feet South of the Southeast corner of Lot Ten (10), Epworth Addition to the City of Omaha, as surveyed, platted and recorded; thence South Forty-two (42) feet; thence West One Hundred Twenty-eight and eighteen hundredths (128.18) feet; thence North Forty-two (42) feet; thence East One Hundred Twenty eight and Twenty-three Hundredths (128.23) feet, to the place of beginning.

Sold this day for the consideration price of Twenty-seven Hundred and Fifty Dollars (\$2750.00) and subject to the general taxes for the year 1916 and all subsequent taxes and assessments.

and the said party of the second part has agreed and does hereby agree that he shall and will pay any tax levied or assessed upon this contract or on the debt or obligation secured thereby, or on the interest of the vendor in said real estate.