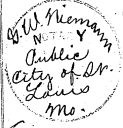


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knowledged the same to be his free act and deed.  
 In testimony whereof, I have hereunto sub-  
 scribed my name and affixed my official seal,  
 the day and year last above written.



Gustave W. Niemann  
 Notary Public in and for the City of St. Louis  
 Term expires June 23, 1895.

Entered on Numerical Index  
 and Recorded June 25<sup>th</sup> A.D.  
 1892 at 2<sup>20</sup> O'clock P.M. } J. A. Mizgatch.  
25th

Register of Deeds.

1 Catherine B. Nash } This agreement made and  
 and } entered into this first  
 Jos. Schlitz Brewing Co. } day of June 1892, by  
 and between Catherine B.  
 Nash of the City of Omaha, Nebraska, party of  
 the first part, and the Jos. Schlitz Brewing  
 Company of Milwaukee, Wisconsin, a corporation  
 duly organized under the laws of the State of  
 Wisconsin, parties of the second part: Witnesseth:  
 That whereas: the said Catherine B. Nash is the  
 owner of lot seven (7) in block one hundred and  
 forty (140) in the City of Omaha, Douglas County,  
 Nebraska, as surveyed, platted and recorded, and the  
 said Jos. Schlitz Brewing Company of Milwaukee,  
 Wisconsin, is the owner of lot eight (8) in said block  
 and adjoining said Nash's lot on the east, and,  
 Whereas, said Catherine B. Nash is about to build  
 upon her said lot a five story brick building,  
 with basement, and,  
 Whereas, she desires to build the east wall thereof  
 on the east line of her said lot so that said  
 wall may be used by and thereby become a  
 benefit to said Jos. Schlitz Brewing Company its  
 successors and assigns whenever they shall elect  
 to build thereon.  
 Now therefore, for and in consideration of the mutual  
 benefit accruing to each of the said parties growing



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the same shall be submitted for determination to two experienced contractors and builders of mason and brick work residents of the City of Omaha, Nebraska; one to be chosen by each of said parties hereto, and if they cannot agree, they to select a third builder of good standing and acknowledged integrity in Omaha; and the decision of a majority of said three builders shall be final.

It is mutually understood and agreed by and between the parties hereto that this agreement shall remain so long as said building or wall lasts; and in case of any injury to said party wall at any time either of said parties shall have equal rights to enter the premises and repair the same.

It is the agreement that said party wall shall be well built, of good material and of sufficient size and strength suitable for the said five story brick building to be so erected by said Nash hereinbefore described, and in accordance with the Building Ordinance of the City of Omaha; and that said party wall and this agreement shall pass to and be binding upon the heirs and assigns of the said Catherine B. Nash, and the successors and assigns of the said Jos Schlitz Brewing Company.

Witness our signatures this 30 day of June A.D. 1892.

In presence of  
 Frank Graham



Catherine B. Nash  
 Jos Schlitz Brewing Co.  
 by Aug. Uihlein  
 Secy

State of Nebraska }  
 Douglas County } On this 30 day of June  
 1892 before me a Notary  
 Public in and for said County  
 personally appeared before me Catherine B. Nash  
 known to me to be the identical person who signed  
 the foregoing instrument, and she acknowledged  
 the signing of the said instrument as her free and  
 voluntary act and deed for the purposes therein

set forth.



Witness my hand and seal  
Frank Graham  
Notary Public

State of Wisconsin }  
Milwaukee County. } On this 6<sup>th</sup> day of June  
1892 before me a Notary  
Public in and for said County  
personally appeared August Wihlein Secretary  
of the Jos. Schlitz Brewing Co. known to me as  
the identical person who signed the foregoing  
instrument in behalf of the said Jos. Schlitz Brewing  
Co. and that he acknowledged the signing of the  
said instrument for the purposes therein set forth



Witness my hand & seal  
Eugene Wueethoff  
Notary Public  
Milwaukee County  
Wis.

Entered on Numerical Index  
and Recorded June 27<sup>th</sup> A.D.  
1892 at 8<sup>30</sup> O'clock A.M.  
*W. Compford*

J. A. Meigs  
Register of Deeds.

Catherine B. Nash } This agreement made and entered  
and Charles B. Rustin } into the first day of June 1892, by  
and between Catherine B. Nash of  
the City of Omaha, party of the  
first part and Charles B. Rustin also of the City of  
Omaha party of the second part:  
Witnesseth: That whereas the said Catherine B. Nash  
is the owner of lot seven (7) in block one hundred <sup>and</sup>  
forty (140) in the City of Omaha, Douglas County, Neb.  
as surveyed, platted and recorded.  
and the said Charles B. Rustin is the owner of lot  
six (6) in said block and adjoining said Nash's lot  
on the west and whereas - Said Catherine B. Nash  
desires and is about to build upon her said lot a  
five story brick building with basement, and Whereas  
she desires to build the west wall thereof on the

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