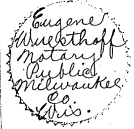


set forth.



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 Uihlein 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 } into the first day of June 1892, by  
Charles B. Rustin } 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 and  
forty (40) 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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west line of her lot so that said wall may be used by and thereby become a benefit to said Charles B. Rustin his heirs or assigns whenever he or they shall elect to build thereon. Now therefore: For and in consideration of the mutual benefit accruing to each of the said parties growing out of the covenants and agreements hereinafter set forth and the payment to each of One dollar (\$1.00) the receipt of which is hereby acknowledged. It is hereby promised and agreed by and between said parties that the said Nash in constructing the west wall of her proposed building and for that purpose shall have the right to enter upon the said lot of said Rustin and excavate for and build the foundation and build the west wall of her said building so that one half (1/2) thereof shall stand upon her own lot and the other half shall stand upon the lot of said Rustin; and the said wall shall thereby become a party wall and the said Catherine B. Nash her heirs or assigns shall have the right to peacefully and lawfully enjoy said party wall. And it is also further agreed that the said Charles B. Rustin his heirs or assigns shall have the right to peacefully and lawfully enjoy said party wall, and build upon and connect with the same whenever he or they desire or elect to do so.

And the said Rustin his heirs or assigns shall pay to said Nash her heirs or assigns one equal half of the value thereof at such time as said Rustin his heirs or assigns shall connect with or use the same and in such proportion to the one half of said wall and basement thereof as the length and height of the portion used or connected with shall be to the whole length and height of said wall, and to pay the same when such building shall be roofed in or under cover.

The value of the portion so used and to be paid for shall be fixed and determined at the time said

Rustin his heirs or assigns shall commence to use said wall in the construction of a building on said lot. And if said parties cannot agree as to the fair value of the portion of said party wall and foundation so used, the same shall be submitted for determination to two experienced contractors and builders of mason and brick work, residents of the City of Omaha, one to be chosen by each of said parties hereto, and if they cannot agree, they are 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 anytime, either of said parties shall have equal right to enter the premises and repair or rebuild the same.

It is the agreement that said party wall shall be well built of good material and sufficient size and strength suitable for the kind of a 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 respective parties.

Witness our hands and seal the day and year above written.

In presence of }  
 D. W. Sholes }  
 In the presence of }  
 D. W. Sholes }

Catherine J. Nash  
 C. B. Rustin

State of Nebraska } ss. On this 21<sup>st</sup> day of June  
 County of Douglas. } 1892: before me a Notary  
 Public in and for said County,  
 personally appeared Catherine B. Nash & Charles B.  
 Rustin personally known to me as the identical  
 persons who signed the foregoing instrument and

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Charles B.  
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they severally acknowledged the same to be their voluntary act and deed for the purpose therein set forth.  
Witness my hand and official seal the day and year above written.



D. V. Sholes  
Notary Public.

Entered on Numerical Index  
and Recorded June 27<sup>th</sup> A.D.  
1892 at 8<sup>30</sup> O'clock A.M.  
J. A. Mearns  
Register of Deeds.

J. A. Mearns  
Register of Deeds.

Mary A. Elliott  
Do  
Whom it may concern

State of Nebraska } ss. I, Mary A. Elliott, being  
Douglas County } duly sworn, depose and say  
that Susan C. Shull cited in  
the Probate proceedings pertaining to the estate  
of Jacob S. Shull of Douglas County, Nebraska,  
deceased, was one and the same person as Kate  
M. Lawrence; that I believe the name of Susan C.  
Shull was changed to Kate M. Shull by the proper  
proceedings of a court of competent jurisdiction, and  
that said Kate M. Shull afterwards married William  
Lawrence. That I am a sister of said Susan C.  
otherwise Kate M. Lawrence, and that there is  
no other Susan C. Shull, but that the Susan or  
Susanna Shull referred to in said probate pro-  
ceedings was the widow of Jacob S. Shull, deceased  
and my mother. Property involved the E 1/2 N E 1/4  
Sec 28 T 15 R 13.

Witness  
J. M. Chambers

Mary A. Elliott

Subscribed in my presence and sworn to before me  
J. M. Chambers a Notary Public this 29<sup>th</sup> day of June A.D. 1892.



J. M. Chambers Notary Public, Douglas County, Nebraska