

MISCELLANEOUS RECORD, No. 43

It is hereby agreed by the undersigned, Peter C. Cramer, that that certain mortgage given by Harold L. Berg to Lulu D. Jamieson and Samuel H. Jamieson, dated March 15, 1917 and recorded June 22nd, 1917 in book 452 of the mortgage records of Douglas County, Nebraska, at page 199; which mortgage was duly assigned by the said Lulu D. Jamison and Samuel H. Jamieson on June 22, 1917 to Peter C. Cramer, said assignment being recorded on June 23, 1917 in book 453 at page 300, and the notes secured thereby, which mortgage and notes the said Peter C. Cramer now owns and holds, shall be and remain subject and junior to the above described mortgage to the Omaha Loan and Building Association and the indebtedness secured thereby.

Dated at Omaha, Nebraska, this 26 day of April A.D. 1919.

J. R. Brandt

Witness

Peter C. Cramer

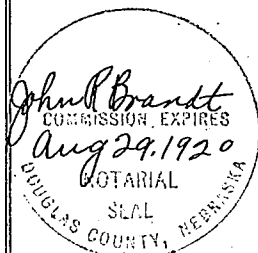
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)ss.

On this 26 day of April A.D. 1919 before me a notary public in and for said county and state, personally came Peter C. Cramer, to me personally known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledged the said instrument to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

John R. Brandt,

Notary Public.



State of Nebraska)
Douglas County.)

Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 30th day of April, 1919, at 5.00 o'clock P.M.

Harry Pearce,

Register of Deeds,

Compared by W&L

1. Easement Agreement.)
Perry E. McPherron & W.)
and)
John W. Landgraf & wife.)

THIS AGREEMENT, made and entered into this 30th day of April 1919, by and between Perry E. McPherron and Ella K. McPherron, his wife, parties of the first part, and John W. Landgraf and Mary E. Landgraf, his wife, parties of the second part, WITNESSETH:

That, Whereas, the said Perry E. McPherron is the owner of Lot One (1) in Block Four (4) in Forest Hill, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and the said John W. Landgraf is the owner of Lot Two (2) in Block Four (4) in said Forest Hill Addition, being the lot adjoining said lot one (1) on the east; and,

Whereas there is now constructed and maintained a mutual cement driveway over and across the east five feet of said Lot 1 and the west five feet of said Lot 2; and,

Whereas, it has been mutually agreed that said driveway shall be kept and maintained for the mutual benefit of all parties hereto as herein set forth;

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NOW, THEREFORE, in consideration of the aforesaid and in consideration of the mutual promises and agreements between the parties hereto, it is mutually agreed that said driveway shall be kept and maintained and mutually used by all of the parties hereto for purposes of ingress and egress to both the above described properties for such a time and until both the said Perry E. McPherron and John W. Landgraf shall mutually agree to discontinue the same. And further understood and agreed that all of the parties hereto shall have free access over said driveway and free and unrestricted use of the same for the purposes above mentioned at any and all times until so mutually discontinued. And further mutually agreed that each of the parties hereto does hereby give and grant to the other party to this contract the right and easement over the portion of his land so occupied by said driveway during the full life and term of this agreement as herein set forth.

It is also understood and agreed that all repairs on said driveway which may be necessitated on account of ordinary wear and tear shall be mutually borne and paid for by the parties hereto. Provided, however, that any repairs or expense thereon caused through the negligence of either of the parties hereto or caused by and extraordinary use of said driveway shall be paid by the party so causing the same.

It is further understood and agreed that this agreement shall be binding upon the parties hereto, their heirs, representatives and assigns; and the easements herein granted shall run with the land.

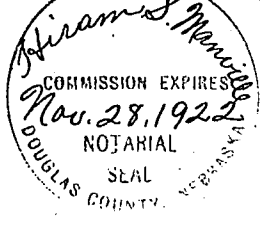
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and date first above written.

Witness	John W. Landgraf
Hiram S. Manville	Mary E. Landgraf,
	Perry E. McPherron
	Ella K. McPherron

STATE OF NEBRASKA)
DOUGLAS COUNTY.)SS.

On this 30th day of April, A.D. 1919, before me, Hiram S. Manville, a Notary Public in and for said county, personally appeared Perry E. McPherron and Ella K. McPherron his wife, and John W. Landgraf and Mary E. Landgraf, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and they severally acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date aforesaid.
Hiram S. Manville,
Notary Public.



State of Nebraska)
Douglas County.) Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 1st day of May, 1919, at 9.10 o'clock A.M.

Harry Pearce,
Register of Deeds,
Compared by W&L
