

# MISCELLANEOUS RECORD, No. 55

3. Party Wall Agreement )  
 Alfred W. Gordon, et al. )  
 and )  
 Farrell & Company )

This agreement made this 31st day of March, 1922, between Alfred W. Gordon and Almyra B. Gordon, his wife, Herbert C. Kohn and Eleanor G. Kohn, his wife, and Eugene S. Kohn and Kohn, his wife, Parties of the First Part, and Farrell & Company, a corporation, Party of the Second part,

Witnesseth:

Whereas, said Alfred W. Gordon, Herbert C. Kohn and Eugene S. Kohn are the owners of Lot 5 in Block 93 of the original City of Omaha, Douglas County, Nebraska, as surveyed, platted and lithographed and,

Whereas, the Party of the Second Part is the owner of the east 106 feet of Lot 8 in said Block 93 in the City of Omaha, adjoining said Lot 5 on the south, and

Whereas, the Party of the Second Part has heretofore constructed and now owns a six story brick building on its said real estate, the north line of which building is constructed and situated on the east 106 feet on the line between said Lot 5 and said Lot 8 in said block, and partly on each of said lots,

Now Therefore, in consideration of the premises and of the payment of the sum of One Dollar by the Parties of the First Part to the Party of the Second Part and of other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

The north wall of said building constructed and situated on the east 106 feet of the line between said Lots 5 and 8 in Block 93 in the City of Omaha as aforesaid shall be and remain a party wall and the Parties of the First Part and their heirs and assigns shall have the right to use the same without paying any other or additional compensation to the Party of the Second Part. Provided, however, that in constructing any building on their lot and connecting same with said wall, the Parties of the First Part and their heirs and assigns shall do so in a careful and workmanlike manner and without impairing or destroying said wall or interfering with the use thereof by the Party of the Second part and its successors and assigns.

In Witness Whereof, the Parties of the first part have executed this agreement by signing the same and the Party of the Second Part has caused this agreement to be executed in its name and on its behalf by its President who has been duly authorized thereto by its Board of Directors and its corporate seal to be hereto affixed the day and year first above written.

Witness:  
 D.C.Zweifel



Alfred W. Gordon  
 Herbert C. Kohn  
 Eugene S. Kohn  
 Almyra B. Gordon  
 Eleanor G. Kohn  
 Parties of the First Part  
 Farrell & Company  
 By D. H. Farrell, President

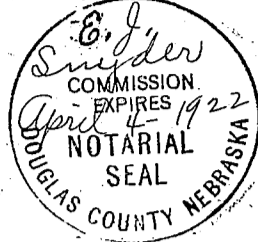
State of Nebraska, )  
 Douglas County ) SS

On this 31 day of March, 1922, before the undersigned, a notary public within and for said county and state personally appeared Alfred W. Gordon and Almyra B. Gordon, his wife, Herbert C. Kohn and Eleanor G. Kohn, his wife, and Eugene C. Kohn and Kohn, his wife, to me personally known to be the identical persons named in and who executed the foregoing party wall agreement as Parties of the First Part and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

# MISCELLANEOUS RECORD, No. 55

188200—REG. BY OMAHA PRINTING CO., OMAHA

IN Witness Whereof, I have hereunto affixed my hand and notarial seal at Omaha, Nebraska, the day and year first above written.



E. J. Snyder,  
Notary Public.

State of Nebraska, )  
Douglas County. ) SS

On this 31st day of March, 1922, before the undersigned, a notary public within and for said county and state, personally appeared D. Howard Farrell to me personally known to be the identical person who executed the foregoing party wall agreement as President of the Farrell & Company, a corporation, Party of the Second Part thereto and acknowledged the execution of the same to be his voluntary act and deed as such President and the voluntary act and deed of Farrell & Company, a corporation, for the purposes therein expressed.

IN Witness Whereof, I have hereunto affixed my hand and notarial seal at Omaha, Nebraska, the day and year first above written.



B. A. Horak,  
Notary Public.

State of Nebraska, )  
County of Douglas. )

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 31st day of March, A.D. 1922, at 11.55 o'clock A. M.

Harry Pearce,  
Register of Deeds,  
Compared by W&P.

\*\*\*\*\*

4. Agreement )  
Alfred W. Gordon, et al. )  
& )  
Farrell & Company )

This agreement entered into this 31st day of March, 1922, by and between Alfred W. Gordon, Herbert C. Kohn and Eugene S. Kohn, Parties of the first part, and Farrell & Company, a corporation, Party of the second part, Witnesseth:

Whereas, the First Parties were the owners of Lot Five (5) in Block Ninety three (93) in the original city of Omaha, Douglas County, Nebraska, and sold the same under a written contract to D. Howard Farrell, and

Whereas, said D. Howard Farrell thereafter assigned, transferred and conveyed to Farrell & Company, the party of the second part hereto, all his right, title and interest in and to said real estate, and

Whereas, Farrell & Company is the owner of the east 106 feet of Lot 8 in said Block 93 and has constructed a building six stories high on said Lot 8, and

Whereas, the north wall of said building was constructed on the line between said Lot 5 and the east 106 feet of Lot 8, being partly on each of said lots, and

Whereas, the parties hereto have agreed that the second party shall surrender its contract of purchase and transfer, assign and convey to the first parties hereto all of the second party's rights in and to said Lot 5 in Block 93 on the terms and conditions hereinafter set out,

Now Therefore, in consideration of the premises and of the covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed between the