

Deed Record

535

190

Warranty Deed and
Wall Agreement.
George W. Bonnell and wife
To
Charles A. Lord
Filed for Record
Jan. 20, 1916, at 9:50 A. M.
T. D. Wheeler,
Register of Deeds.
Fee \$1.00

WARRANTY DEED AND WALL AGREEMENT.
KNOW ALL MEN BY THESE PRESENTS:

That George W. Bonnell and Libbie M. Bonnell, husband and wife, of Lancaster County, Nebraska, for and in consideration of Five Thousand Dollars (\$5000.00), in hand paid, do hereby grant, bargain, sell, convey and confirm unto Charles A. Lord, of Lancaster County, Nebraska, the following described premises situated in Lancaster County Nebraska, to wit:

Lot Three (3), in Block Thirty-seven (37) in the original town, now City, of Lincoln, in said County and State as designated on the recorded plat thereof;

Subject, however, to the following;
and subsequent years, and to all special assessments
To all taxes for the year 1915 of every kind not now delinquent:

And said George W. Bonnell and Libbie M. Bonnell do hereby covenant with the said Charles A. Lord, and his heirs and assigns, that they are lawfully seized of said premises; that they are free from encumbrance, and that they have good right and lawful authority to convey the same; and said George W. Bonnell and Libbie M. Bonnell do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

And whereas said grantors herein are now the owners of a wall, fourteen (14) inches in thickness, the west line of which is described as follows: Commencing at a point six inches west of the northeast corner of said Lot Three (3), thence running south parallel to the east line of said Lot Three, (3) a distance of Twenty-four (24) feet, thence southeasterly at an angle of forty five (45) degrees to said east line of said Lot three (3), to a point eighteen inches (18) east of the east line of said Lot Three (3), thence south parallel to the east line of said Lot Three (3), to a point forty-eight (48) feet south of the north line of Lot Two (2) in said Block Thirty-seven (37) thence east to the east line of Lot One (1) in said Block Thirty-seven (37);

Now said George W. Bonnell and Libbie M. Bonnell, husband and wife, for the consideration above named, hereby grant and convey to said Charles A. Lord, his heirs and assigns the right to use that part of said wall above described, in any building which may be erected on said Lot Three (3), beginning at the north line of said Lot Three (3), and running south a distance of twenty-four (24) feet, and to place therein the joists and supports for the building to be erected on said Lot Three (3), and in all ways to use the same, for said distance of twenty-four (24) feet, as the east wall of said building so to be erected on said Lot Three (3); provided that if said part of said wall should ever be destroyed by fire or the elements, this agreement so far as said north twenty four (24) feet of said wall is concerned shall be at an end.

And said Charles A. Lord, as part of the consideration above named, hereby agrees for himself, his heirs and assigns, that the east wall of said building to be erected on said Lot Three (3), with the exception of the north twenty-four (24) feet thereof, as above described, shall be so built that the east line thereof shall begin on the east line of said Lot Three (3), at a point twenty-four and one-half (24½) feet south of the northeast corner thereof, thence southwesterly at an angle of forty-five (45) degrees, with the east line of said Lot Three (3) to a point eighteen (18) inches west of the east line of said Lot Three (3), thence south parallel with the east line of said Lot Three (3) a distance of

DEED BOOK

536

Deed Record

190

twenty-two and one half (22½) feet, thence southeasterly to a point on the east line of said Lot Three (3) fifty (50) feet south of the northeast corner thereof, thence south along the east line of said Lot Three (3) as far as said wall shall be built; and further agrees, for himself, his heirs and assigns, that in the event of the destruction of said part of said east wall of said building, by fire or the elements, the same shall be rebuilt along the same line as here indicated.

(2)

And said George W. Bonnell and Libbie M. Bonnell, hereby relinquish all right and interest in and to said Lot Three (3), as above described, and to the use of said North twenty-four, (24), feet of said wall as herein described.

And said Charles A. Lord and Nellie M. Lord, husband and wife, hereby join in this instrument, and sign and acknowledge the same, for the purpose of indicating their consent to, and ratification and acceptance of, the contract herein in regard to the east wall of said building, to be erected on said Lot Three (3) and for the purpose of granting and conveying to said grantors herein, their heirs and assigns, the right to use the ground on which the north twenty-four (24) feet of said wall is situated and they do hereby grant such use and for these purposes only.

Dated this October-26, 1915.
November 18.

In presence of

E. B. Fairfield
as to Charles A. Lord and Nellie M. Lord

Ben Parker
as to George W. Bonnell and Libbie
M. Bonnell.

Charles A. Lord.

Nellie M. Lord.

George W. Bonnell.

Libbie M. Bonnell.

\$5.00 Revenue Stamp

State of Nebraska,
ss
Lancaster County

November
On this 18 day of October A. D. 1915, before me, the undersigned, a Notary Public duly commissioned, qualified for and residing in said County, personally came George W. Bonnell and Libbie M. Bonnell, husband and wife, known to me to be the identical persons who executed the within instrument and they acknowledged the same to be their voluntary act and deed.

Witness my hand and seal at Lincoln, in said County, the day and year last above written.

Ben Parker, Notary Public.

Commission expires Febr. 5, 1918.

State of Nebraska,
ss
Lancaster County

November
On this 18th day of October A. D. 1915, before me, the undersigned, a Notary Public duly commissioned, qualified for and residing in said County, personally came Charles A. Lord, and Nellie M. Lord, husband and wife, known to me to be the identical persons who executed the within instrument, and they acknowledged the same to be their voluntary act and deed for the purposes only as therein indicated.

Witness my hand and seal at Lincoln, in said County, the day and year last above written.

E. B. Fairfield, Notary Public.

Commission expires ----

536

PAG