

DECLARATION THAT DIVIDING WALL BE PARTY WALL

THIS AGREEMENT, Made this 26 day of June, 1969, between Dale H. Weller and Dorothy Weller, husband and wife, parties of the first part, and Independents, Inc., a corporation, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are the owners of the following described real estate:

Part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Beginning at a point 823 feet West and 65 feet North of the Southeast corner of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M. thence North 475 feet; thence East 260 feet; thence South 475 feet; thence West 260 feet to the point of beginning,

and

WHEREAS, the party of the second part is the owner of the following described real estate:

Part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, described by metes and bounds as follows: Beginning at a point 943 feet West and 65 feet North of the Southeast corner of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M., thence North 475 feet; thence East 120 feet; thence South 475 feet; thence West 120 feet to place of beginning,

and

WHEREAS, there is now a common building situated on a part of the premises owned by each of the parties hereto, that part of the building to the east of a dividing wall being occupied by a retail business commonly known as "Gibson's", and that part of the building to the west of the dividing wall between them is occupied by a grocery business known as "Lynn & Al's", and

WHEREAS, all of the parties hereto desire that the center wall dividing the building in two parts shall be a party wall for the benefit of both parties,

NOW, THEREFORE, in consideration of the premises, it is hereby covenanted and agreed between the parties hereto, their heirs, executors, administrators and assigns that the center wall dividing one building in two parts shall be a party wall for the benefit of both parties.

It is further covenanted and agreed by the parties hereto for themselves, and their respective heirs, executors, administrators and assigns, that should party wall at any time while in use by both parties as aforesaid be injured by other cause than the act of negligence of either party, same shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such restoration.

It is further agreed by the parties hereto for themselves and their respective heirs, executors, administrators and assigns that this instrument shall be perpetual and that the covenants herein contained shall run with both parcels of land above described, but it shall not have the effect to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of the right to a perpetual dividing party wall being the sole purpose thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the date and year first above written.

Dale H. Weller
Dale H. Weller

Dorothy Weller
Dorothy Weller

INDEPENDENTS, INC.

By Maynard P. Howard
President

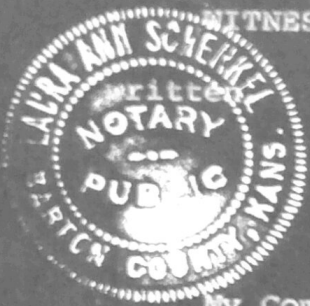
ATTEST:

Virgil L. Froehlich
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF BARTON)

On this 6th day of June, 1969, before me, the undersigned, personally appeared Dale H. Weller and Dorothy Weller, husband and wife, to me known to be the identical persons whose names are affixed as grantors, and they each acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal the day and year last above



Laura Ann Schenkel

Laura Ann Schenkel Notary Public

My Commission expires the 15th day of March, 1970.

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

On this 26 day of June, 1969, before me, the undersigned, personally appeared Maynard P. Howard, known to me, and also known to me to be the President of INDEPENDENTS, INC., a Corporation, and he acknowledged the execution of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said Corporation for the purposes therein expressed.

[Signature]

Notary Public

My Commission expires the 6 day of October, 1973.

THE STATE OF NEBRASKA } ss.
MADISON COUNTY

This instrument filed for record
the 30 day of June 1969
at 9:00 o'clock A. M. and recorded in
Vol. 65 of Miscellaneous
Page 536

[Signature]
Register of Deeds.

Chg. \$ 5.00
NO 58455 ✓
Paged ✓
General ✓
Indexed ✓

