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Johnson  
Notary Public.

of Princeton,  
Illinois being  
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daughter of  
4, was never

married and was a minor at the time of her death, only 7 years of age  
also that the estate of Lucy G. Stevens is solvent and that there are no  
debts which can possibly come against said estate.

Harry C. Roberts

Subscribed and sworn to before me at Princeton, Illinois, this 11th  
day of June 1906,

Gains A. Trimble  
Notary Public



THE STATE OF NEBRASKA  
DOUGLAS COUNTY  
Entered on ~~General~~ Index and filed for Record  
in the Register of Deeds Office of said County, the  
13th day of June 1906  
at 11:45 o'clock A.M.

COMPARED.  
T.G.C.

Frank J. F. Bushman  
Register of Deeds

Party Wall Contract, Party Wall Contract.  
Between William H. Bushman Memorandum of Agreement, made this 3rd  
and day of May, A.D. 1906, by and between William  
John R. Webster and H. Bushman, of the City of Omaha, party of  
James A. Sunderland. The first part, and John R. Webster and  
James A. Sunderland, parties of the second part.

Whereas, on the 24th day of April, 1889, Henry H. Bushman  
was the owner of the West two-thirds of Lot 7, and Charlotte K. Turner  
was the owner of Lots 5 and 6, all in Block 147, in the City of Omaha;  
and on said date entered into a party wall contract by the terms of which  
said Charlotte K. Turner granted to said Henry H. Bushman the right  
to construct a party wall on a line between said Lot 7 and said  
Lot 6; and Whereas, said Henry H. Bushman did construct a party  
wall on said line, as follows:-

Commencing at a point two (2) feet South of the North line of said  
premises and extending South a distance of Sixty-three (63) feet, said  
wall was two (2) stories and basement in height, and of sufficient  
dimensions for a six (6) story building. For convenience said wall  
is hereinafter called "Bushman Wall"; and

Whereas, said party of the first part is now the owner of the West  
two-thirds of Lot 7, Block 147, above described, and of the two-story  
brick building constructed thereon by said Henry H. Bushman; and

Whereas, said parties of the second part are the owners of Lots 5 and  
6, Block 147, and are constructing thereon a six (6) story brick building, and  
have extended said Bushman Wall North to the North line of said  
premises and South to the South line thereof, and have also ex-  
tended that portion of said wall which is below the street level of

Howard Street earth to the curb line of said Street, and desire to raise said party wall to a height of six (6) stories; and

Whereas, said party of the first part has consented to the extensions of said party wall already made and desires to have said party wall raised to a height of six (6) stories; and

Whereas, it is deemed best by the parties hereto that the said party wall contract, dated April 24, 1889, between Henry H. Bushman and Charlotte R. Turner shall be abrogated and a new agreement made which will better conform to present conditions:

Now, Therefore, This Agreement Witnesseth.

That in consideration of the premises and of the promises and agreements herein contained to be kept and performed by the parties hereto, it is hereby mutually agreed by and between the parties hereto:

First:- That the party wall contract made and entered into by and between Henry H. Bushman and Charlotte R. Turner on April 24, 1889 be and the same is hereby abrogated and cancelled.

Second:- That the extensions to the said Bushman Wall which have been made by said parties of the second part hereto were constructed with the full assent and permission of said party of the first part hereto and that said parties of the second part shall have full power, license and authority not only for the extensions already made but also to construct said party wall to a sufficient height for the six (6) story building which they now have in course of construction on said Lots 5 and 6, Block 147, in the city of Omaha, and to maintain and repair the same; and that the said power, license and authority to construct, repair and maintain said wall shall constitute an easement in favor of said parties of the second part, their successors and assigns, upon the West two-thirds of Lot 7, Block 147 for the purposes aforesaid.

Third:- It is understood and agreed that the party wall as heretofore constructed and to be extended as herein set forth shall stand North and South along the line between Lots 6 and 7, Block 147, in such a manner that said wall and the foundations thereof shall be one-half on said Lot 6 and one-half on said Lot 7, the dividing line between said Lots being the longitudinal center line of said wall.

Fourth:- That in consideration of the grant to him of a part of said party wall by said parties of the second part, as hereinafter set forth, said party of the first part does hereby sell and convey to said parties of the second part an undivided one-half of the said Bushman Wall; And in consideration of the conveyances to them of an undivided

one-half of the said Bushman Wall, said parties of the second part do hereby sell and convey to said party of the first part an undivided one-half of the extensions of said party wall from the basement to a height equal to the said Bushman wall.

And that all of the said party wall, including extensions from the basement to the top of the said Bushman Wall shall hereafter be owned jointly by the parties hereto.

Fifth: - That the height of the wall owned jointly by the parties hereto as above stated, is twenty-eight (28) feet and two (2) inches above the present curb line of Howard Street at the center line of said party wall.

That all of said party wall and extensions thereto which shall be over twenty-eight (28) feet and two (2) inches above said curb line of Howard Street is the exclusive property of the parties of the second part hereto, and shall continue to be the exclusive property of said parties of the second part until said party of the first part shall pay to said parties of the second part one half of the value thereof as hereinafter provided. For convenience this part of the party wall will be called "Webster-Sunderland Wall".

Sixth: - That if at any time after the completion of said party wall, said party of the first part shall desire to connect with and use any part of said Webster-Sunderland Wall he shall, upon payment for one-half of the value thereof to said parties of the second part, be granted the privilege of using the same, and this privilege, when so granted shall constitute an easement in favor of said party of the first part upon said Lot 6, Block 147, subject, however, to the following conditions:-

1. That said party of the first part, before cutting into or making any connection with or attachment to said Webster-Sunderland Wall, shall pay to said parties of the second part a sum in cash equal to one half the value thereof.

In case said parties or their representatives or assigns fail to agree upon such value, the same shall be determined by arbitration. One arbitrator shall be chosen by each of said parties or their representatives or assigns, and the two thus chosen shall select a third, and the finding fairly made by the arbitrators so chosen shall be binding and conclusive on the parties hereto, their respective representatives and assigns.

2. That said party of the first part shall not attach to or connect with said wall any building, not of a permanent and substantial character.

Seventh: - That in case during the continuance of this agreement

it shall become necessary to repair said party wall, then and in that event, either party may make such repairs as shall be necessary to maintain said wall in good, safe condition, using good materials and workmanship, and shall have the necessary access to said wall to make said repairs; In case of such necessary repairs made to any part of said wall in use by both, one half of the cost of such repairs shall, on demands be paid by the other party to the party making the same.

Eighth: - Either party hereto shall have the right to extend said party wall to a greater height than six (6) stories or to a lower depth than the present foundations; said extensions to be of a substantial and permanent character and in full compliance with the laws of the State of Nebraska and requirements of the City of Omaha.

In the event of said extensions being made by either party, the other party shall pay to the party making such extensions one half the value of so much of said extension in height and depth as shall be actually used by such other party, payment thereof to be made at the time of such use and the value to be determined with reference to that time, and in case of the failure of the parties interested to agree, then such value shall be determined by arbitration, as hereinbefore provided.

Ninth: - That this agreement and each and every of the terms and conditions hereof shall pass to and be binding upon the respective heirs, representatives and assigns of the parties hereto, and said covenants and agreements and each and every of the terms and conditions hereto shall run with the land herein described and pass to and be binding upon each and every subsequent owner of said property.

In Witness Whereof, said parties have hereunto set their hands the day and year first above written.

In presence of  
Mary J. Sargent,

William H. Bushman  
John R. Webster  
James A. Sunderland

State of Nebraska, ss.

County of Douglas, } On this Third day of May A.D. 1906 before me a Notary Public in and for said County personally came the above named William H. Bushman, John R. Webster and James A. Sunderland who are personally known to me and acknowledged this instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date aforesaid,

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above named  
who are  
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THE STATE OF NEBRASKA, }  
DOUGLAS COUNTY.  
Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
14th day of June 1906  
at 11:22 o'clock A.M.

T&amp;C

Mary J. Sargent  
notary Public.

REG'D  
JUN 17 1906  
T&C

Frank W. Randall  
Register of Deeds

2 Agreement

William M. Bushman  
Wilhelmina Bushman

To

United States Mortgage Trust Co

I know all men by these presents, that,  
Whereas we have executed and delivered  
to the said United States Mortgage &  
Trust Company our promissory note dated  
June 14th, 1906, at Omaha, Nebraska, for twenty five thousand  
(\$25,000.) Dollars and payable July 1, 1909 with interest thereon  
from date until maturity at the rate of six per cent per annum  
and after maturity at the rate of eight per cent per annum  
until paid, interest payable semi-annually, and in order to  
better secure the payment of the same, have given said Company  
a mortgage of above date, signed by myself and wife on the 14th  
day of June A.D. 1906, which mortgage is this day filed for record  
in the office of Register of Deeds of said Douglas County, Nebraska.

Now in order to still better secure the payment of said note  
and mortgage, and in further consideration of one dollar in hand  
paid, we hereby agree with said Company that if default be made  
in any of the covenants and agreements contained in said note  
or mortgage to be kept and performed by us then we assign, and  
these presents shall have the effect to and shall assign to said  
Company the rents and profits then due and to become due on said  
property, and on such default we authorize said Company  
without further notice, to demand and collect the same and receipt  
therefor either in its own name or in our names, and this shall  
be the authority to the tenants to so pay the same, and such  
receipts shall be a full discharge of all claims for said rents  
so paid, and the money so paid and collected shall be by said  
Company applied towards the payment of taxes, assessments, insurance,  
interest and necessary repairs and five per cent for cost of collection  
and the balance, if any shall be applied upon the principal of said note.

And said Company is authorized to lease said premises in the  
name of the owner thereof or any part thereof on reasonable terms and  
collect and apply the rents as above provided, but no such lease shall  
be made for a longer period than one year.