

# DEED BOOK

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## DEED RECORD

Party Wall Agreement.

Henry Schlesinger,

with

Jerry R. Purbaugh.

Filed for Record,

April 9th, 1912, at 12 M.

W. M. Clinton,

Register of Deeds.

By C. W. Holmes, Deputy.

Fee \$1.25.

Whereas Henry Schlesinger, party of the first part, owns lot Nineteen, in Block Sixteen in the City of Havelock, in Lancaster County, Nebraska and Jerry R. Purbaugh, party of the second part, owns lot Eighteen contiguous to said lot Nin-teen on the West side thereof:

And whereas said party of the first part has already erected on said lot Nin-teen a one story permanent brick building extending back from the street on the North thereof 140 feet; and said party of the second part has erected a two story building on the lot so owned by him, extending back from said street 80 feet, and in the erection of his said building has used the wall of the building so erected on said lot Nineteen and on the West side thereof, as a part of his said building to the extent of said 80 feet: Now, therefore, it is covenanted and agreed between said parties, that upon payment by said party of the second part to said party of the first part the full one half cost of said wall so used by said party of the second part for the distance of 80 feet as aforesaid, and which amounts to the sum of \$250., the receipt whereof is hereby acknowledged, that then and in that case, said party of the second part, his heirs, devisees, executors, administrators and assigns shall own the same and have leave and license to use said wall as, and to the extent, aforesaid, so long as the West wall or any part thereof, so erected on said lot Nineteen shall stand.

And whereas said party of the second part has raised said wall to the extent of 80 feet as aforesaid, to the height of two full stories, that being necessary for the building erected by him on said lot Eighteen:

Now, therefore, it is covenanted and agreed upon the consideration aforesaid, that leave and license shall be granted, by said party of the first part to said party of the second part, his heirs, devisees, administrators, executors and assigns, to use said wall as aforesaid for the period aforesaid.

And it is further covenanted and agreed between said parties, that should said party of the first part, his heirs, devisees, administrators, executors and assigns, desire to make use of the said wall, by permanently attaching his building thereto, and sinking the necessary joists into said wall, to the extent of four inches, he and they shall have leave and license so to do, in the event that he and they erect a second story on said lot Nineteen. But that then and in that case, said party of the first part shall pay to said party of the second part the full one half the cost thereof. Whereupon said party of the first part shall own the same.

Signed and executed by said parties,  
this 30 day of March, 1912, in presence of

Henry Schlesinger.

Jerry R. Purbaugh.

W. A. Green.

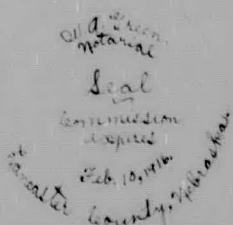
State of Nebraska, }  
County of Lancaster, }

Be it remembered that on this day, personally appeared before me a Notary Public duly commissioned for, and residing in said County the above named parties, personally well known to me to be the identical persons who executed the foregoing contract; and they and each of them acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto affixed my official signature and seal this 30<sup>th</sup> day of March, A. D., 1912.

W. A. Green,

Notary Public.



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