

Party Wall Agreement
Between

Henry Wieth N

H. P. Law. S

Filed for Record

Feb. 24, 1880, at 3 P.M.

L. C. Cropper.

L. C. Cropper.

Party Wall Agreement

Memorandum of agreement made and entered into on this 24th day of March A. D. 1880, by and between Henry Wieth of the City, Lincoln County of Lancaster ^{and State of} Nebraska party of the first part and H. P. Law of same place County and State party of the second part: Witnesseth. That

That Whereas the said first Party is the Owner in fee of Lot No. Eleven (11) in Block No. Fifty four (54) in the said City of Lincoln and said second party is the owner in fee of Lot No. Twelve (12) in said Block No. Fifty four (54). And Whereas said first Party is desirous of erecting upon his said Lot No. Eleven (11) a two story brick business building, and whereas said second party is desirous of having the right to use the one half of the foundation & Buck Wall on the first line or side of said building at some time in the future for purpose of a party Wall in the event that a building should be erected on his said Lot No. 12, in said Block 54. Now therefore this Indenture Witnesseth: That it is mutually agreed by and between said Parties hereto, that said first Party shall erect upon the line between said Lots Eleven and Twelve a good substantial brick Wall of such height as he may desire, thirteen inches thick, with foundation thereof of good solid Lime Stone, Twenty (20) inches wide with footings Three (3) inches high, and two (2) feet wide; said foundation and said brick Wall to be so erected that one half thereof shall be upon the said Lot Eleven and the other one half upon said Lot No. Twelve.

In consideration of said first party so creating said foundation and said brick Wall, the said second party agrees that he will at once upon the completion of said foundation, pay or cause to be paid to said first party, one half the full amount of the cost of said foundation in lawful money of United States. And further more said second party agrees with said first party that whenever he, the said second party, shall in any wise use said brick Wall for any purpose whatsoever

He will pay or cause to be paid to said first party one half the full amount of the cost thereof as created by said first Party. And it should be the said second party at any time concluded to build upon his said Lot Twelve, a building of greater depth than the one to be erected by said first party. His said second Party will cause the extension of the Wall and foundation upon the East side of his said building to be erected upon a direct line with the Wall of foundation as erected by said first Party. It is further agreed hereby that this instrument does not in any wise convey any title to the Lands upon which said Wall shall be erected, but said Wall shall, upon compliance with the conditions and terms aforesaid, be owned and controlled by said Parties hereto and their heirs or assigns jointly for the uses and purposes aforesaid so long as the same shall remain thereon. It is further agreed that the 1st story of said Wall as aforesaid may be built sixteen inches thick, should the Parties hereto so deem it best.

Signed in duplicate this 24th day of March A. D. 1880.

In presence of
J. F. Lansing.

Henry Viethe
H. P. Law.

State of Nebraska } ss.
Lincoln County

On this 24th day of March, A. D. 1880 before me a Notary Public duly commissioned & qualified for and residing in said County personally came Henry Viethe and H. P. Law, who are personally known to me to be the identical persons whose names appear signed to the above and foregoing instrument in writing, and they each separately did acknowledge the execution thereof as their voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and Notarial seal at Lincoln Nebraska on this 24th day of March A. D. 1880.

 J. F. Lansing

J. F. Lansing
Notary Public.