

Party Wall Agreement.

Louis Stix

and.

John H. Jones.

Filed for Record June 14thA. D. 1877 at 10²⁰ A. M.

W. L. L. L.

Dep.

Contract to Build a Party Wall.

Memorandum of Agreement made this 13th day of June A. D. 1877 between Louis Stix of Hamilton County and State of Ohio and John H. Jones of Lancaster County and State of Nebraska Nebraska: that whereas the said Stix is the owner in fee simple of Lot Numbered Nine-9- in Block Numbered fifty four-54- in the City of Lincoln Lancaster County, State of Nebraska and the said John H. Jones is the owner in fee simple

of the lot next adjoining said lot on the East and known and described as lot Numbered eight-8- in said Block fifty four-54- said City of Lincoln Lancaster County Nebraska, and whereas the said parties propose to erect on said lots a brick stone house or building, and whereas they are desirous of having the wall between the two above described lots built one half on their said lots that is to say one half on the said lot of said Louis Stix and one half on the said lot of said John H. Jones for the mutual benefit of each of said parties, both of said parties hereby assenting to the same on the condition that both of said parties shall have the right of using said wall as hereinafter set forth and the said parties above named themselves and their respective heirs and assigns hereby covenant and agree to and with each other in the manner following, that the said parties or either of them may as soon as the ground is in proper condition and the weather will permit build a partition wall, with stone foundation upon the line between the said two lots running North and South, and the said parties or either of them may erect and maintain one half of the same on the said two lots and each party may build the said wall of such length and height as they may judge best, but the thickness of said wall shall be thirteen-13-inches six and one half inches on each of said lots, but either of said parties may make their wall of such thickness as they may deem best by extending said wall (over and above said six and 1/2 inches) on their respective lots thereby acquiring no right from either of said parties for contribution for any additional thickness over and above said -13- inches. And whereas said Louis Stix is to use only a part of said wall in height and whereas said party wall shall be thirteen inches in thickness, now it is hereby agreed by and between said parties that each of said parties shall pay one half of the cost of said wall, to the extent and amount of said wall as they may respectively build and use, and further the said parties mutually agree and covenant, that if it shall hereafter become necessary to repair extend or rebuild the whole or any portion of said party wall the expense therefor shall be as follow to wit:

1st Each party may build to the South line of said lots or in height at any time, at his own proper cost and expense and at any time thereafter should the other party use said wall he shall pay for the same what the same is reasonably worth at the time of using the said wall.

2nd If at any time the said Louis Stix shall use that portion of the wall in height to be built by said Jones he shall pay the said

is 13th day
 City of Ham-
 John H. J.
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John therefor what said portion thereof that he may use. what the same shall be reasonably worth, at the time of using the same and in repairing said wall the expense therefore shall be equally born by each party hereto. This agreement be binding upon the heirs, executors, and administrators and assigns of the respective parties and at all times to be construed as a covenant running with the said described land signed, sealed and delivered in the presence of L. C. Burr.

Louis Stix {Seal}
 by James Brown his Attorney in fact
 John H. J. Jones {Seal}

State of Nebraska. } ss.
 Lancaster County. }
 Be it Remembered that on the 13th day of June A. D. 1877, before me L. C. Burr a Notary Public duly appointed, commissioned and qualified for and residing in said County personally appeared James Brown the Atty in fact of Louis Stix and who as such Atty executed the within instrument and acknowledge the same to be the voluntary act and Deed of said Stix by virtue of Power of Atty executed by said Louis Stix and also John H. J. Jones to me known to be the identical persons described in and who executed the foregoing instrument and severally acknowledged the same to be their voluntary act and Deed.
 In testimony whereof I have hereunto set my hand and affixed my Notarial Seal at my office in said County, the day and year last above written.

{Seal.}

L. C. Burr.
 Notary Public.

Receiver's Receipt.

United States.
 G.
 Gerrit J. Hensentifell
 Clerk for Record June 14th
 A. D. 1877 at 1 P. M.
 Co. clk.
 Dep.

6 East containing Eighty Acres, under Section 2291 of the Revised Statutes of the United States.

4.00

Final Receiver's Receipt, No 5634.
 Application, No. 4274
 Homestead.

Receiver's Office Lincoln Nebraska
 November 17th 1876.

Received of Gerrit J. Hensentifell the sum of Four Dollars cents, being the balance of payment required by Law for the entry of the North half of the South West-quarter of Section 10 in Township 7 N of Range 6 East containing Eighty Acres, under Section 2291 of the Revised Statutes of the United States.

Geo P. Tucker.
 Receiver