

MISC. BOOK

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MISCELLANEOUS RECORD.

STATE JOURNAL COMPANY LINCOLN NEB.

Affidavit
 Adolph Lebsack Jr.
 To
 The Public
 Filed for Record
 Dec. 24, 1919 at 1:00 P.M.
 T. E. Wheeler
 Register of Deeds
 Fee 75¢ ✓

State of Nebraska,
 Lancaster County ss.

Adolph Lebsack- being first duly sworn, deposes and says that he is a resident of said County and State and has resided therein for upwards of 27 years.

That he was well acquainted with Adam Amend who acquired title to Lot 4 Block 167 Lincoln in said County, on March 5, 1898 by deed from Grove D. Streeter and wife, recorded in Book 84 Page 461 of the records of said County and knows the fact to be that the Adam Amend above mentioned is the same and identical person who as Adem Amend Sr., on March 9, 1912 conveyed said lot to Adam Amend Jr., by deed recorded in Book 174 Page 165, of the records of said County, notwithstanding the discrepancy in the names.

That he was also well acquainted with Adam Amend Jr., grantee in the deed recorded in Book 174 Page 165 above mentioned, and knows him to be the identical and same person whose estate was administered as Estate #4160 in the County Court of said Lancaster County, and the same and identical person whose signature appears to the will in said estate matter as Ada Amend, notwithstanding the discrepancy in the names as indicated.

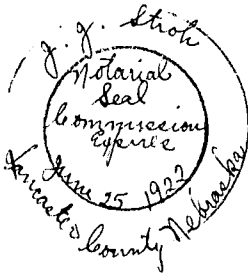
Adolph Lebsack Jr.

Subscribed and sworn to before me this 23 day of December A.D., 1919.

J. J. Stroh

Notary Public

My commission expires June 25/1922.



Party Wall Agreement
 Charles C. Quiggle & wife
 With
 Nebraska Buick Automobile Co.
 Filed for Record
 Dec. 27, 1919 at 10:40 A.M.
 T. E. Wheeler
 Register of Deeds
 BY F. M. Moore Deputy
 Fee \$2.75 ✓

PARTY WALL AGREEMENT

This Agreement made and entered into this 14th day of October, 1919, by and between Charles C. Quiggle and Ida Quiggle, husband and wife, parties of the first part, and Nebraska Buick Automobile Co., a corporation, of Lincoln, Nebraska, party of the second part, Witnesseth:

WHEREAS Charles C. Quiggle of the first part is the owner of the North eighty feet (80 ft) of Lot four (4) in Block thirty seven (37) of the original plat of the city of Lincoln, Lancaster County, Nebraska, and

WHEREAS the party of the second part is the owner of Lot three (3) in Block thirty seven (37) of said original plat of said city of Lincoln, which properties adjoin each other, the property of the party of the second part lying immediately east of the property of the first party, and

WHEREAS there is now in existence a party wall located between the premises of the parties hereto, pursuant to a party wall agreement heretofore and on the 28th day of September, 1915, executed by and between Charles C. Quiggle and wife and Charles A. Lord and wife, said Charles A. Lord then being the owner of said Lot 3, which party wall

For draft of plan see Plat Book 5 Page 40.

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agreement is of record in the office of the Register of Deeds of Lancaster County, Nebraska, in Book "T" of Miscellaneous Records at page 150, and

WHEREAS the party of the second part is now making improvements upon said Lot 3, by reason of which it is desired between the parties that the party wall agreement as heretofore existing shall be modified as hereinafter set forth.

NOW, THEREFORE, it is agreed by and between the parties hereto that the party of the second part shall have the right to go into and under said party wall for the purpose of inserting columns and footings therefor, as indicated in the diagram which is attached to and made a part of this agreement; that the insertions in and under such party wall, to be made by the party of the second part, shall only be done under the direction and approval of Charles Olson of the City of Lincoln, and shall be done in a proper, workmanlike manner, and in such manner as to in nowise interfere with, endanger or impair such party wall as now existing, the party of the second part to be responsible to the party of the first part for any and all damage in such respect caused by any undermining or underpinning of such party wall. The method and manner of the insertion into and under such party wall is indicated upon the blue print which is attached to this agreement and the same shall be followed in all respects, subject, however, to the direction of Charles Olson, contractor, as hereinbefore set forth.

IT IS FURTHER AGREED between the parties hereto that in consideration of such covenants the party of the second part will at its own expense extend the smoke stack now located upon the property of the first party, and indicated on said blue print, upwards to a point at least five feet above the top of the wall of the building to be erected by the second party upon its premises.

That should the party of the first part in the future desire to extend the height of the building now located upon his premises, he shall have the

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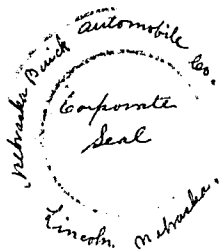
right to use the west wall of the party of the second part on said Lot 3 free of charge for enclosure purposes only, but shall be required to install and maintain on his own premises the necessary supports for carrying the weight of such increased building. That in constructing columns for increasing the height of his building, first party shall have the right to insert such columns in said party wall to the lot line and shall have the right to construct and maintain necessary footings thereunder, which shall extend under such party wall and over on to said Lot 3; such construction to be so made as not to impair said party wall as now existing, or the footings of the party of the second part which are to be constructed pursuant to this agreement.

The covenants of the parties hereto shall be binding upon their assigns, executors and administrators.

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

WITNESS:
L. A. Ricketts

WITNESS:
L. A. Ricketts



Charles C. Quiggle
Ida Quiggle
(Parties of the first part)

Nebraska Buick Automobile Co.
BY H. E. Sidles Pres.
(Party of the second party)

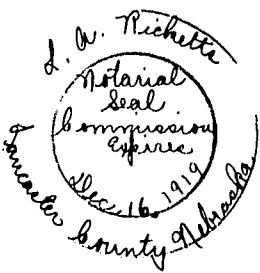
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MISCELLANEOUS RECORD.

State of Nebraska) On this 14th day of October, 1919, before me, a notary public duly
 Lancaster County) ss. commissioned and qualified for and residing in said county, personally
 came Charles C. Quiggle and Ida Quiggle, husband and wife, and H. E. Sidles President of
 the Nebraska Buick Automobile Co., a corporation, who are personally known to me to be the
 identical persons whose names are affixed to the foregoing instrument, and they acknowledged
 the same to be their voluntary act and deed as individuals; and H. E. Sidles as President
 of Nebraska Buick Automobile Co., a corporation, acknowledged the execution of the same to
 be the voluntary act and deed of said corporation for the uses and purposes therein expressed.
 Witness my hand and official seal at Lincoln in said county the day and year last above
 written.



L. A. Ricketts
 Notary Public.

See Plat. Book 5, Page 40.

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Power of Attorney)
 John R. Quackenbush & wife)
 To)
 Hazel E. Quackenbush)
 Filed for Record)
 Dec. 27, 1919 at 12:10 P.M.)
 T. E. Wheeler)
 Register of Deeds)
 By F. M. Moore Deputy)
 Fee \$1.00 ✓)

215-Power of Attorney
 Know All Men By These Presents:
 THAT John R. Quackenbush and Fannie E. Quackenbush,
 wife
 husband & of the Town of Lincoln, in the County of Lancaster,
 and State of Nebraska, hereby make, constitute and appoint
 Hazel E. Quackenbush of Lincoln, ~~of the Town of~~ in the County
 of Lancaster, and state of Nebraska, true, sufficient and
 lawful attorney for us and in our name, place and stead, to
 grant, bargain, sell and convey the following piece or parcel
 of land situated in Lincoln, in Lancaster County, State of
 Nebraska, to wit:-The undivided one third (1/3) of the South Ninety Six (96) feet of Lots
 Eleven (11) and Twelve (12) in Block Twenty Eight (28) in Lincoln in said County and State.
 or any part thereof, for such price and on such terms as to ^{her} him shall seem meet, and for us
 and in our name, to make, execute, acknowledge and deliver good and sufficient deeds and
 conveyances for the same, either with or without covenants and warranty, giving and granting
 unto said Hazel E. Quackenbush said attorney full power and authority to do and perform all
 and every act and thing whatsoever requisite and necessary to be done in and about the pre-
 mises, as fully to all the intents and purposes as might or could do if personally present,
 with full power of substitution and revocation, hereby ratifying and confirming all that she
 said attorney or - substitute shall lawfully do or cause to be done by virtue thereof.

In Witness Whereof, we have hereunto set our hand and seal the 22nd day of November
 1919.

Sealed and Delivered)
 in Presence of)
 M. I. Easterday)

John R. Quackenbush
 Fannie E. Quackenbush

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