

MISC. BOO

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making of the last One Thousand Dollar payment herein described, the first parties agree to execute and deliver to the second party a good and sufficient deed of conveyance to said land, together with an abstract showing good and complete title in the first parties and at which time said second party is to execute and deliver to the first parties his note for the balance of the purchase price secured with a mortgage which shall be a first and prior lien thereon, payable in five years.

The exact amount of the purchase price is not definitely stated herein for the reason that it is not known just how many acres of land a survey will show.

All of the deferred payments up to the date of the delivery of the deed to draw interest at the rate of 5½ per cent per annum payable annually, The notes and mortgage when executed and delivered shall give the second party the right or option to pay any part of the notes that he may desire, at any interest pay day. The notes and mortgage to draw interest at the rate of 5½ per cent per annum.

Signed this 29th day of September, 1915.

Nelia C. Quick.

Franklin P. Quick.

Charles E. Shafer.

Party Wall Agreement
Charles C. Quiggle and wife
With
Charles A. Lord and wife.
Filed for Record
Oct. 28, 1915, at 2:50 P. M.
T. E. Wheeler,
Register of Deeds.
By E. B. Fairfield, Deputy.
Fee \$1.60

PARTY WALL AGREEMENT.

THIS AGREEMENT made and entered into this 28th day of September, 1915, by and between Charles C. Quiggle and Ida Quiggle, husband and wife, parties of the first part; and Charles A. Lord and Nellie M. Lord, husband and wife, parties of the second part, witnesseth:

WHEREAS, Charles C. Quiggle, hereinafter called the party of the first part, is the owner of the North eighty (80) feet of lots four (4), five (5) and - (6) in Block thirty-seven (37), of the original plat of the City of Lincoln, Lancaster County, Nebraska; and

Charles A. Lord, hereinafter called the party of the second part, is the owner of Lot three (3) in Block thirty-seven (37) of the original plat of the City of Lincoln, Lancaster County, Nebraska, which properties adjoin each other, the property of the party of the second part lying immediately east of the property of the party of the first part and

WHEREAS, the party of the first part is about to erect a building covering all of the premises owned by him and hereinbefore described, and it is desired between the parties ^{hereto} that the east wall of said proposed building shall be constructed as a party wall for the joint use of the parties to this agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto that the party of the first part shall construct the east wall of said proposed building two stories in height, of a thickness of seventeen inches, with necessary footings under ground to support the same, said wall to be

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constructed one-half upon the premises of the party of the first part and one-half upon the premises of the party of the second part, and to be built of brick in a good and workmanlike manner, and in conformance with the building regulations now in force. The

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expense of the construction of said wall shall be paid by the party of the first part; and upon completion of the same, the party of the second part shall pay to the party of the first part one-half of the cost thereof; and the parties hereto ^{hereby} grant unto each other respectively the right to use said wall as a party wall.

Either party to this agreement shall have the right to extend said wall to a greater height, such extension to be made in conformance with building regulations, and the cost thereof to be paid by the party making such extension; and should the other party desire to use said extended wall at any future period, he shall pay to the party constructing same one-half the then value thereof.

In event said party wall shall be damaged, or in case of destruction thereof, the same shall be repaired or rebuilt and the cost of such repairs or reconstruction shall be borne equally by the parties to this agreement.

And the parties hereto for themselves, their heirs, executors, administrators and assigns do covenant with each other that the agreements herein contained shall be covenants running with the land; and that the rights, duties and obligations herein set forth shall be binding upon the successors in interest of the respective parties.

This agreement is executed in duplicate.

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In witness whereof, the parties have hereunto set their hands the day and year first above written.

L. A. Ricketts.

Charles C. Quiggle,

Ida Quiggle,

Party of the first part

Charles A. Lord.

Nellie M. Lord,

Party of the second part.

State of Nebraska,)
Lancaster County) SS

On this 28th day of September, 1915, before me the undersigned, a notary public in and for said county, personally appeared Charles C. Quiggle and Ida Quiggle, husband and wife, and Charles A. Lord and Nellie M. Lord, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument; and they acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

L. A. Ricketts, Notary Public.

