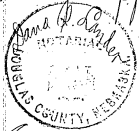


knownedged the said instrument to be their voluntary act and deed as such officers, and also the voluntary act and deed of the said Commercial National Bank of Omaha, Nebraska. In testimony whereof I have hereunto affixed my official seal and set my hand the date aforesaid.



Dana S. Lander  
Notary Public.

Entered on Numerical Index }  
and Recorded Sept. 23<sup>rd</sup> A.D. }  
1891 at 3<sup>25</sup> O'clock P.M. }  
Compared with

J. A. Meigs  
Register of Deeds.

1 Anheuser Busch Brewing Assn. } articles of agreement  
James L. Lovett } made and entered  
into this 27<sup>th</sup> day  
of September one thousand  
and eight hundred and eighty seven (1887) by and  
between the Anheuser Busch Brewing Association  
of St. Louis parties of the first part and James L.  
Lovett of the City of Omaha, party of the second  
part, Witnesseth that whereas the parties of the  
first part being owners of the north half of  
lots three (3) and four (4) block 194 in the City  
of Omaha and State of Nebraska and about to  
erect some brick buildings thereon the south  
wall of the said buildings is intended to be  
known as the "party wall" and to be partly  
located on south half of lots three (3) and  
four (4) owned by the party of the second part.  
It is therefore agreed and covenanted by and  
between the parties hereto, their heirs, executors or  
assigns that the following conditions be executed  
and complied with -

First. The said walls be so built that the  
center of same shall be the dividing line between  
the north and south half of lots three (3) and  
four (4) of the block aforesaid, the excavations

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to be their  
 officers, and  
 of the said  
 Omaha, Nebraska  
 into affixed  
 and the date

D. Lander  
 Mayor Public.

J. A. Meacham  
 Register of Deeds.

of agreement  
 and entered  
 his 27<sup>th</sup> day  
 of the month  
 of November one thousand  
 eight hundred and eight (1888) by and  
 for the said Association  
 and James L.  
 of the second  
 parties of the  
 first half of  
 lot 4 in the City  
 of Omaha and about to  
 be on the south  
 side of the street  
 intended to be  
 used to be partly  
 three (3) and  
 second part.  
 intended by and  
 for the said parties,  
 executors or  
 assigns to be executed

that the  
 dividing line between  
 three (3) and  
 excavations

to extend at least to the depth of twelve feet  
 (12'00") below the curb line and the founda-  
 tions thereof be made sufficiently strong  
 to support a five (5) or six (6) story build-  
 ing and built of the best material, and in  
 the best manner known to the mechanical  
 trades, and the thickness of said walls to be  
 governed by the revised ordinance of City  
 Buildings, of the City of Omaha, County of  
 Douglas and State of Nebraska.

Second. The said buildings being erected  
 by the parties of the first part and those  
 contemplated to be erected by the party  
 of the second part, neither to be over six  
 stories in height, except by mutual agree-  
 ment, and that there shall be no openings  
 in the entire length or height of said walls  
 and should the agreements and stipulations  
 be fully and faithfully carried out by the  
 parties of the first part and when the said  
 second party desires to use any part, portion  
 or the whole length of said walls or to  
 build on top and extend said walls higher  
 as aforesaid, then the said second party shall  
 pay or cause to be paid by appraisement  
 one-half the total cost of said walls, said  
 appraisement to be made by three disin-  
 terested parties, one to be selected by the  
 parties of the first part and the other by the  
 party of the second part and these two shall  
 have power to name an umpire whose  
 decision shall be final and conclusive  
 and binding on all parties hereto, and the  
 said appraisement to be made at the time  
 of using said walls by the party of the  
 second part and it is further agreed by the  
 parties hereto that should either party desire  
 to extend their buildings higher than those  
 at present contemplated by the said first  
 party and to the full height as heretofore  
 mentioned they shall have the right and

power to do so and the remaining party shall pay one half the total cost of said extension when to be used by them in the manner heretofore stipulated.

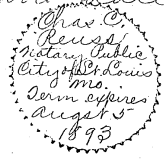
And all damages caused by the extension in height of either of the parties hereto must be made good to the parties or the buildings sustaining said loss.

In witness whereof the parties hereto have affixed their hands and seals this day and year first above written.

Witness to  
Henry Soss  
James A. Woodman

Anheuser-Busch Brew. Assn  
Geo. Krumstiek  
Vice Pres.  
James L. Lovett

State of Missouri } ss. Be it remembered that on  
City of St. Louis } this 18<sup>th</sup> day of September A.D.  
1891, before me, a notary  
public, in and for said City, personally appeared  
Geo. Krumstiek, who is personally known to me  
to be the Vice-President of the Anheuser-Busch  
Brewing Association, a corporation, and who  
subscribed the foregoing instrument and ac-  
knowledged the execution of the same to be his  
voluntary act and deed and the voluntary act  
and deed of said Anheuser-Busch Brewing  
Association for the purposes therein set forth.  
Witness my hand and notarial seal on the day  
and date last above written.



Chas. C. Reuss  
Notary Public  
City of St. Louis.

State of Nebraska } ss. Be it remembered that on  
County of Douglas } this 21<sup>st</sup> day of September A.D.  
1891, before me, a Notary Public  
in and for said County, personally appeared  
James A. Lovett, who is personally known to me  
to be the identical person who subscribed the  
foregoing instrument and acknowledged the

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September A.D.  
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execution of the same to be his voluntary act  
and deed for the purposes therein set forth.  
Witness my hand and notarial seal on the  
day and date last above written.



A. H. Flint  
Notary Public

Entered on Numerical Index  
and Recorded Sept. 24<sup>th</sup> A.D.  
1891 at 11<sup>05</sup> O'clock A.M.  
*(Compared)*

J. A. Magiath.  
Register of Deeds.

Edwin E. Sherwood } I know all men by these  
do } presents, that I, Edwin E.  
Edwin H. Sherwood } Sherwood, of the City of  
Omaha, Douglas County,  
Nebraska (an unmarried man), have made con-  
stituted and appointed, and by these presents  
do make, constitute and appoint Edwin H.  
Sherwood of said County and State my true and  
lawful attorney for me and in my name, place  
and stead, to take charge of and have absolute  
control over, also to sell and convey by  
Warranty deed or otherwise any and all real  
estate or other property, now owned or here-  
after acquired by me in Sherwoods sub-division  
of lots thirty five (35) thirty seven (37) thirty eight (38)  
forty (40) forty one (41) and the north half (N 1/2) of  
thirty four (34) in Millard and Caldwell's Addition  
to the City of Omaha, Douglas County, Nebraska,  
as surveyed, platted and recorded.  
Giving and granting unto my 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 premises  
as fully to all intents and purposes, as I might  
or could do if personally present, with full  
power of substitution and revocation, hereby  
ratifying and conforming all that my said