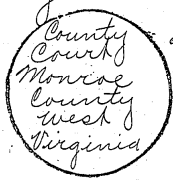


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the same to be his free act and deed;

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



A. A. Nickell, Clerk
Monroe Co. Ct.
by L. A. Nickell, Deputy.

Entered on Numerical Index
and Recorded Sept. 10th A. D.
1888 at 4 1/10 o'clock P. M.

J. A. Mudgett
Register of Deeds.

✓ 1. An heuser Busch Brewig Assin Articles of Agreement, made and entered into this twenty seventh day of September, one thousand eight hundred and eighty seven 1887, B. y 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, Witness 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 blocks aforesaid, the excavations to extend to at least the depth of ten twelve feet (10-12) below the curb line, and the foundations thereof be made sufficiently strong to support a five (5) or six (6) story building and built of the best material, and in the best manner known to the mechanical trades, and the thickness of the 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 (6) stories in height, except by mutual agreement, 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, 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 appraisal one half the total cost of said walls; said appraisal to be made by three disinterested 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 appraisal 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 heights 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 manner heretofore stipulated. And all damages caused by the extension in height of either of these buildings by 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
Ed Greenfield.

James L Lovett
Ambrose Busch Brew. Assn
Geo. Krummick Vice President

State of Nebraska
Douglas County } ss.

On this Eleventh day of June A.D. 1888, before me, a Notary Public, in and for said County, personally came the above named James L Lovett, who is personally known to me to be the identical person whose name is affixed to the above agreement and he acknowledged the instrument to be his voluntary act and deed.



Witness my hand & Notarial Seal the date aforesaid.
C.E. Stratton
Notary Public

State of Missouri
City of St Louis } ss.

On this first day of August 1888, before me appeared George Krummick to me personally known, who being by me duly sworn did say that he is the Vice President of the Ambrose Busch Brewing Association and that the seal affixed to said instrument is the corporate seal of said

corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said George Kimmick acknowledged said instrument to be the free act and deed of said corporation

In Testimony Whereof, I have hereto set my hand and Notarial Seal, the day and year last above written



Entered in Commercial Index and recorded Sept 11th A.D. 1888 at 8^{1/2} o'clock A.M.

A. O. Rule
Notary Public
City of St. Louis, State of Missouri
J. A. McGeach
Register of Deeds

COMPARE

✓ 2 Agnes B Hook
to
Anna H Bowman

This agreement made the 24th day of June A.D. one thousand eight hundred and eighty seven between Agnes B Hook of the one part and Anna H Bowman of the other part Witnesses etc: That the

said Hook agrees to sell to the said Bowman and the said Bowman agrees to purchase of the said Hook on the terms hereinafter mentioned the following described Real Estate situate in the County of Douglas and State of Nebraska to wit:

Lots One (1) and Two (2) in Block Two (2) in Hook's Sub division of Lot Fifteen (15) and Sixteen (16) in Brookline as surveyed platted & recorded

The said Bowman agrees to pay to said Hook for said land the sum of Eight Hundred (800) Dollars in payment as follows:

One hundred (100) dollars on the delivery of this Contract and the balance to be paid in three (3) equal annual payments all of said payments to bear interest from date until paid at the rate of eight per cent per annum interest payable semi annually. So soon as said purchase money and interest shall be fully paid the said Hook agrees to make to said Bowman her heirs and assigns a valid title in fee simple to said land and for that purpose shall execute and deliver to her a good and sufficient Warranty Deed for the same, subject however to the taxes paid at D 1887 and subsequent taxes which said Bowman agrees to pay when the same become due and payable

In case said Bowman shall refuse or neglect to pay said purchase money and interest as agreed herein she shall forfeit any rights she may have in said land and also shall forfeit any money paid by her to said Hook to purchase the same unless the said Hook shall elect otherwise. The said parties respectively bind themselves their heirs assigns and legal representatives to the faithful performance of the terms of this agreement

The said Bowman shall be entitled to the possession of said land so

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