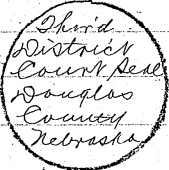


described in said petition, to-wit:

Lots one (1) and two (2) in Block two (2) in  
Isaacs and Reed's Addition to the City of Omaha in  
Douglas County, Nebraska, as platted, and filed in  
the office of the Clerk of said County, within twenty  
days from the rendition of this decree, and that, in  
default thereof, this decree shall have the same ef-  
fect and operation as such deed and shall transfer  
and convey to said plaintiff all the right, title or  
interest of the said Nicholas P. Isaacs in, or to  
said real estate at the time of his death, to-wit:  
June — 1870.

It is further considered, adjudged and decreed,  
that the plaintiff recover from said defendants  
his costs expended, taxed at —.

The State of Nebraska } D. Wm H. Dims, Clerk of the Dis-  
Douglas County } trict Court, Third Judicial Dis-  
} trict of the State of Nebraska, in  
and for Douglas County, do hereby certify that the  
foregoing is a full and true copy of the decree in  
the case of Russell D. Hills vs. Augustus Pratt  
Administrator et al. as appears from the original  
thereof now on file in the office of the Clerk of said  
Court, and of record therein.



Witness my Signature and Official Seal,  
this 13<sup>th</sup> day of June 1887.

Wm H. Dims

Clerk

Entered in numerical Index  
and Recorded June 13<sup>th</sup> A.M.  
1887 at 10<sup>45</sup> O'Clock A.M.

COMPARED

K

County Clerk

10K5 Jeanie Mowbrath Howard et al.  
vs.

D. D. Mowbrath and wife

Party Wall Contract  
This Agreement, made and  
entered into at Omaha  
Nebraska this first day of  
April 1887, by and between Jeanie Mowbrath How-  
ard of the City of Omaha, now residing at Fort  
Niagara, in the State of New York, and Guy Howard

her husband, parties of the first part and S. D. Mercer, and Lizzie C. Mercer his wife, of the said City of Omaha, parties of the second part, covenants;

That whereas, the said Jennie Woolworth Howard one of the parties of the first part is the owner of lots 5 and 6 in Block 151, in the said City of Omaha Douglas County, Nebraska, and the said S. D. Mercer one of the parties of the second part, is the owner of lots 7 and 8 in said Block 151, being and adjoining said lots 5 and 6 on the east, and they each severally propose to erect upon their respective premises a fine story and basement brick stone building, and it is to their mutual advantage and benefit to construct a party wall to be situated exactly upon the dividing line between said lots 6 and 7, so that said wall shall extend an equal distance over and upon the premises of the said parties respectively. Now therefore, it is hereby covenanted and agreed by and between said parties that said party wall shall be erected on the dividing line between the premises of the said parties respectively as aforesaid, that said wall shall be 13 1/2 feet deep from front to rear; that the foundation thereof shall be of such materials, dimensions and depth as may be safe, proper and suitable for the said building about to be erected by the said parties; that said wall in the basement shall be 25 inches in thickness, throughout the first story 21 inches thick in the second story 21 inches thick, in the third story 17 inches thick, in the fourth story 17 inches thick, in the fifth story 17 inches thick; that all the material used in and about the construction of said wall and the foundation thereof shall be of such character and kind as is usually used in party walls intended to support building of the character herein specified to be erected by said parties, and the workmanship on and in and about said wall shall be good and first class in every particular. It is further agreed that the party hereto who first enters upon the construction of his said building may proceed to construct

and build the said party wall and the foundation therefor, and continue the construction of the same so long as she proceeds with the work of building the said wall with sufficient rapidity to meet the requirements and necessities of the other party, hereto, and in the event that the party so first entering upon the construction of said wall shall fail so to proceed with the same then the other party hereto may enter upon and proceed with the construction of said wall according to this agreement so long as he or she shall proceed with said work with sufficient rapidity to meet the requirements and necessities of the other party to this contract, the intention being to give to that party whose building is more advanced the right to build said party wall in connection therewith and so avoid all delays in said work,

The said party wall shall be under the supervision and direction of the Architects of the party hereto who carries on the construction of the same, and the change of Architects to take place with the change of builders,

The party constructing said wall shall at all times when directed by the other party and upon reasonable notice and when directed, provide suitable ledges and packers to receive and sustain the floor and ceiling joists of the building being or to be constructed by the other party on his said premises,

A reasonable number of Chimneys shall be provided for and built in said party wall whenever desired by said parties or either of them, providing the party constructing the said wall shall be notified in time to so construct the same,

In consideration of the erection of said wall ofore-said the said parties agree one with the other that they will each bear one-half of the cost of construction of said party wall including the cost of the excavation and foundation therefor but excluding architects costs and charges. The said cost of construction shall be determined by the estimate and sworn statement of the architects and builders in charge of the work, and in the event that

said wall is constructed partially by one of the parties hereto and partially by the other, then the aggregate amount of the estimates of the Architects and Builders of both parties hereto shall be taken as the costs of the party wall, and the parties hereto shall each bear his respective proportion thereof.

It is further mutually covenanted and agreed by and between said parties that they and each of them may peacefully and lawfully use and enjoy said party wall according to the terms of this agreement and during the existence thereof; and said agreement shall be and remain in force and effect so long as said building is to be erected, or either of them shall stand and no longer, and this agreement and each and every of the rights, privileges, terms, conditions and liabilities thereof shall run with the land described and be binding upon every subsequent owner of said property, and pass to and be binding upon every subsequent owner of said property the respective heirs, executors, administrators, representatives and assigns of the parties hereto.

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

In presence of  
J. I. Hertzmann

Guy Howard  
Jennie Woolworth Howard  
By James M. Woolworth  
their atty in fact  
C. W. Mercer  
Lizzie C. Mercer

State of Nebraska } On this 11<sup>th</sup> day of <sup>June</sup> April 1887  
County of Douglas } ss before me a Notary Public in  
and for said County personally  
appeared Jennie Woolworth Howard and Guy  
Howard, her husband, by James M. Woolworth  
their attorney in fact, and C. W. Mercer and  
Lizzie C. Mercer his wife, to me personally  
known to be the identical persons whose names  
are affixed to the foregoing agreement, and they  
severally acknowledged the same to be their

voluntary act and deed, and the said James M. Hoolworth as such Attorney acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of his principals, the said Jeanes Hoolworth Howard and Gay Howard, her husband, Witness my hand and seal the date last aforesaid,



J. F. Hergmann  
Notary Public

Entered in numerical Index }  
and Recorded June 13<sup>th</sup> A.D. }  
1887 at 10<sup>50</sup> O'clock A.M. }

C. F. Hergmann,  
County Clerk

COMPARED K

176 William H. Gates & wife know all men by these Presents,  
Do  
Gwendalme Guyer Julia Gates Husband & wife in  
consideration of Fifteen Hundred

dollars in hand paid, do hereby Grant, Bargain, Sell, Convey and Confirm unto Gwendalme Guyer (unmarried) the following described Real Estate, situated in the County of Douglas and State of Nebraska to-wit:

Lot No. Seven (7) Block No. two (2) in Hawthorne an addition to the City of Omaha as surveys platted and recorded, Subject to the terms and conditions of a certain mortgage dated June 7-1887 given to secure the payment of a note for the sum of \$475<sup>00</sup>/<sub>100</sub> payable three years from date, Also subject to the terms and conditions of a second mortgage dated June 8-1887 given to secure the payment of two notes, one for the sum of \$762<sup>70</sup>/<sub>100</sub> payable one year from date - one for the sum of \$764<sup>50</sup>/<sub>100</sub> payable two years from date, Also subject to taxes of 1887, and subsequent taxes,

Together with all the Tenements Hereditaments and appurtenances to the same belonging, and all the Estate, Title, power, Claim or Demand whatsoever of the said William H. Gates and Julia Gates, of, in, or to the same or any part thereof. Do Have and Do, Have, the above described premises, with the appurtenances, unto the said, Gwendalme Guyer