

and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 9 day of Nov, 1892.

Wm J. McKenna
Clerk



Recorded Dec 2^d A.D. 1892 at 2¹⁰ O'clock P.M.

J. A. Megeath
Register of Deeds.

William F. Sweesey } This agreement entered into
and } this 25th day of July A.D.
Geo. Warren Smith } 1892 by and between William
F. Sweesey of Omaha, Nebraska,
party of the first part and George Warren Smith
of the City and State of New York by Benjamin
J. Smith his attorney in fact party of the second
part, Witnesseth, that Whereas the said party of
the first part being the owner in fee simple of the
east one third of lot three in block one hundred
and forty (140) in the City of Omaha as originally
surveyed and platted in Douglas County and
State of Nebraska, and the said party of the
second part being the owner in fee simple of the
west one third of lot two in said block one hun-
dred and forty (140) adjoining the said premises
of the party of the first part and whereas the parties
hereto have mutually agreed to establish and
maintain a party wall upon the division line
between their said adjoining premises with covenants
running with the land, it is hereby covenanted by
and between the parties hereto for themselves their
heirs, executors, administrators and assigns respec-
tively in consideration of the premises _____
and the payment by each unto the other the sum
of One dollar in money to and do hereby establish
and agree to forever maintain a party wall upon
the division line between said premises one half

the said certifi-
cate.

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Court and

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Clerk

Deeds.

entered into
for July A.D.
between William
Tomaha, Nebraska,
Warren Smith
by Benjamin
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of said wall including concrete footings to
be placed upon either side of said division
line and shall be of the following dimensions
to-wit: one hundred and thirty two (132) feet
long or the full length of said division line;
Eighty three and eight tenths feet high above the
bottom of the basement and divided into six stories
above the basement of the height and thickness
of wall as follows to-wit: the basement wall
shall be twenty eight inches thick and ten feet
high in the clear; the first story above
the basement shall be twenty four inches
thick and sixteen feet high in the clear.

The second story shall be twenty four inches
thick and thirteen feet high in the clear; the third
story shall be twenty inches thick and eleven ^{and}
six tenths feet high in the clear. The fourth story
shall be twenty inches thick and eleven and two
tenths feet high in the clear; the fifth story and
sixth story shall each be sixteen inches thick
and eleven feet high in the clear. The basement
wall shall be built of best quality hard
burned sewer brick laid in best quality
cement mortar. All above the basement shall
be built of the best quality of hard burned
brick thoroughly laid in best quality of lime
mortar. Either party hereto their heirs or assigns may
erect said wall or such part or portion thereof as
he or they may desire without the concurrence
of the other party and at such time as he or they
may desire and for that purpose are hereby authorized
to enter upon the premises and make all necessary
excavations for such basement wall thereby
occasioning as little injury and inconvenience to
the other party as possible, but such other party
shall not be required to pay any part of the cost
or value of such wall until such time as such
other party shall connect with or use said wall
or a portion thereof and then only for such
portion as he shall use as hereinafter provided.
Such other party his heirs or assigns may at

anytime thereafter connect with said party wall or such portion thereof as he or they may elect and for that purpose may let the floor joist and other supports into said wall to the center thereof if desired and shall pay to the party who shall have erected said wall or part thereof one equal half of the value of the portion of said wall so used the value to be ascertained as of the time of connecting therewith. In case the parties in interest cannot agree as to such value the same shall be ascertained by arbitration, one arbitrator to be named by each party. If such arbitrators are not able to agree as to such value the two thus chosen shall select a third arbitrator and the decision of such arbitrators or any two of them concurring shall be final and conclusive between the parties. Provided that in case such party wall shall not be fully constructed at any ^{one} time to the full length or full height either party may at anytime thereafter extend the same to such extent in length or height as such party may elect for the time being and shall be reimbursed one half the value of such extended wall or of such portion thereof as the other party shall connect with and use, the amount to be determined at the time of such use in manner hereinbefore provided.

After the construction of said party wall or any portion thereof and the concurrent use of the same by the parties to this agreement or their heirs or assigns respectively as hereinbefore expressed said wall or such part thereof shall from thence be maintained at the joint and equal expense of the parties hereto their heirs and assigns respectively. For the purpose of locating the true division line between said adjoining premises the party locating said division line shall cause the same to be done by actual survey according to the original survey and plat of said lots by the City Engineer of Omaha or the County Surveyor of Douglas County

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 engineer of
 Douglas County

who shall make a certificate of such location
 in duplicate for the parties interested one half
 of the expense thereof to be borne by each
 party hereto. The clause in this agreement
 specifying the height of basement and
 the height between floors shall be binding
 only upon party of the first part who con-
 templates erecting a building according to
 such specifications. It shall be left optional
 with party of second part to construct build-
 ing upon his lot of a height of basement and
 between floors as best suited to his require-
 ments.

Witness
 G. Hearn Wiggin

George Warren Smith
 by Benjamin F. Smith his attorney in fact
 William F. Sweeney.

State of Nebraska } ss. On this 26th day of August
 Douglas County. } A. D. 1892 before me a Notary
 Public in and for said County
 personally appeared William F. Sweeney whom
 I know to be the identical person described
 in and who executed the foregoing instrument as
 party of the first part and acknowledged the
 same to be his voluntary act and deed.

In testimony whereof I hereunto set my hand
 and affix my notarial seal the date above

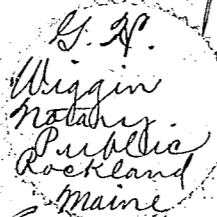


written

W. Farnam Smith

State of Maine } ss. On the 25th of July A. D. 1892
 County of Knox } before me a Notary Public in
 and for said County personally
 appeared Benjamin F. Smith whom I know to be
 the identical person described in and who executed
 the foregoing instrument as attorney in fact of
 George Warren Smith, and acknowledged the same to
 be his voluntary act and deed and the voluntary
 act and deed of the said George Warren Smith.
 In testimony whereof I hereunto set my hand

and affix my official seal the date aforesaid.



G. Horn Wiggin
Notary Public

Entered on Numerical Index
Recorded Dec. 3^d A.D.
1892 at 9³⁰ O'clock A.M.

J. A. Megaw
Register of Deeds.

I, John F. Behm } Know all men by these presents,
I } that I, John F. Behm of Omaha
A. L. Reed. } Douglas County, Nebraska, have
made, constituted and appointed, and

by these presents do make constitute and appoint
A. L. Reed true and lawful attorney for me
and in my name, place and stead to transact
any and all business, to sign agreements, receipts,
leases, deeds or any other legal instrument, to
endorse notes, checks and bonds, to sell and con-
vey property both real and personal, to collect,
cancel and discharge mortgages or judgments made
to me or standing of record now in my name or
favor or which may afterwards be made to be.

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
confirming all that my said attorney or his sub-
stitute shall lawfully do or cause to be done by
virtue thereof.

In witness whereof, I have hereunto set my hand
and seal the tenth day of October one thousand
eight hundred and ninety.

Signed, sealed and delivered } John F. Behm
in presence of } Harry G. Jordan