

MISCELLANEOUS RECORD No. 26.

Signed in Presence of  
J. H. Parrotte.

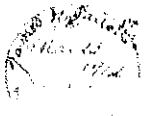


Casasol Realty Co  
Per Fred H. Kraus, Vice Pres.  
Nunzia Oddo.

State of Nebraska, )  
County of Douglas, )

On this 19th day of October A.D. 1908, before me a Notary Public in and for said County, personally came Casasol Realty Co by Fred H. Kraus Vice President & Nunzia Oddo to me personally known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be its voluntary act and deed for the purposes therein expressed.  
In Witness Whereof, I have herewith subscribed my name and affixed my official seal at Omaha on - the day last above written.

James H. Parrotte,  
Notary Public.



The State of Nebraska, )  
Douglas County, )  
Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
19th day of October 1908 at 12:25, O'clock, P. M.  
Frank W. Bandle,  
Register of Deeds.

1. Party Wall Agreement,  
Leone Wiles Cracker & Candy Co  
And  
Heirs of James Creighton,

Party Wall Agreement.  
This Agreement, made and entered into this 14th day of September -  
A. D. 1908, by and between Leone -Wiles Cracker & Candy Company, a  
Corporation duly organized under the laws of the State of Missouri,  
party of the first part, and Catherine Gallagher and Constantine V. Gallagher (her husband)  
Mary Jane Creighton (unmarried), Ellen G. O'Connell and John G. O'Donnell (her husband) Etta Frances  
Creighton (unmarried), Clara Creighton (unmarried) Anna Coad and Mark J. Coad (her husband), Charles  
Henry Creighton and Mary M. Creighton (his wife) and Catherine Ann Creighton (widow) being the sole  
heirs at law of James Creighton, deceased, party of the second part.

Witnesseth: That whereas the said parties respectively own two adjoining parcels of land on  
the North side of Davenport Street in Omaha, Douglas County, Nebraska, the first party being the  
owner of Lot Eight (8) in Block Sixty (60) in the City of Omaha, as surveyed and lithographed, and  
the second party being the owner of Lot Seven (7) Block Sixty (60) in the City of Omaha, as sur-  
veyed, and lithographed, and

Whereas the first party intends to erect one-half upon its own aforesaid land and one-  
half upon the aforesaid land of the second party a brick party wall, which wall shall be -  
constructed, as to thickness and foundation, according to the building ordinances of the City of -  
Omaha, on the base of a seven story building, and of which the basement to be enclosed by said -  
wall will be nine feet six inches in the clear, and the footings of said wall to be three feet below  
the floor levels of the basement.

The said wall shall be paid for in the first instance by said party of the first part. When  
said party or the second part, their heirs or assigns shall desire to use said wall, or any part -  
thereof, as a part of a building on their lot, they shall have the right to do so and to extend -  
the wall four inches, and no further, and they shall pay to the said party of the first  
part, their heirs or assigns, the one-half of the then value of said wall, not, however, to -  
exceed the half the original cost thereof, or so much thereof as they may use, including in the -  
cost thereof the steel or concrete, and brick foundation therefor and the coping

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It is further agreed that either party shall have the right to extend the wall upwards at any time, the thickness of said extensions to be such as may be required by the ordinances of Omaha. The other party may use the same or any part thereof, it or they paying therefor as above stated.

In case of damage either party may repair, or in case of destruction may rebuild said wall or any addition thereto, using good material and workmanship, conforming to the building laws for the time being in force, and doing work from its or their own side if other side is built upon.

Then as to so much as shall be used jointly each party shall pay the one-half of the cost for repairing or rebuilding, provided damage has not been occasioned through the fault of the other party in the latter event the party causing the damage alone will be liable for the reconstruction.

Should the parties hereto, their heirs, successors or assigns disagree as to the amount to be paid for the use of the wall before described, or any extensions thereto, or should they disagree as to the amount party paid in making any repairs or any rebuilding, then all such disputes shall be settled as follows:

Each shall appoint one person to act as arbitrator, who shall be a builder of good repute, or an architect, resident of Omaha, and these two shall appoint a third who shall be a builder of good repute or an architect, resident of Omaha, and the three shall settle the dispute, and determine the amount to be paid and their award shall be final and binding upon all parties to this agreement.

In case of arbitration, as provided herein, the cost of same shall be equally divided between the parties hereto. If either party shall refuse to join in making necessary repairs, or any rebuilding then the other party may proceed and make the repairs or rebuild, and the amount awarded by the arbitrators to be paid to him shall be a first lien on the lot of the party whose duty it is to make the payment.

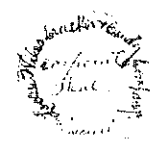
Provided further that each of the parties hereto or their assigns shall fully insure (fire and tornado) the improvements respectively erected.

This contract shall be perpetual, and the rights and obligations arising therefrom shall run with the title to each of said lots, as appurtenances thereto, and easements in and on each of said lots; neither party hereto to remain liable after parting with his title for anything done or not done thereafter.

In Witness Whereof the said parties have caused their names to be hereunto subscribed, and the first party has attached its corporate seal by its President, the day and year above mentioned.

Attest:

C. E. Gould  
Secretary.  
James McQueney  
Witness as to



Loose-Wiles Cracker & Candy Company  
J. S. Loose  
Its President

- Catherine J. Gallagher
- Constantine V. Gallagher
- Mary J. Graighton
- Ellen G. O'Connell
- John G. O'Connell
- Etta Frances Graighton
- Hara Graighton
- Anna Good
- Mark J. Good
- Charles Henry Graighton
- Harry E. Graighton
- Catherine Ann Graighton

J. S. George  
Witness as to

State of Missouri )  
                  ) ss. On this 5th day of October A.D. 1908, before me personally appeared J. S. George, of the County of Jackson, Missouri, known to me personally, who being by me duly sworn did say that he is the President of the Loose-Wiles Cracker & Candy Company, a Corporation, and that the seal attached

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to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument -  
was of and sealed in behalf of said Corporation by authority of its Board of Directors, and -  
the said J. D. House acknowledged said instrument to be the free act and deed of said Corporation.  
Witness my hand and official seal on the day and year above written.

James McQuisney,  
Notary Public.



My commission expires on the 25th day of October A. D. 1909  
State of Missouri)SS.  
County of Jackson)

On this 17th day of September A. D. 1908, before me personally appeared -  
Catherine P. Gallagher and Constantine V. Gallagher (her husband), to me personally known,  
who being by me duly sworn, did say that they executed the foregoing instrument as their free act  
and deed.

Witness my hand and official seal on the day and year above mentioned.

James McQuisney,  
Notary Public.



My commission expires on the 25th day of October 1909  
State of Nebraska)SS.  
County of Douglas)

On this 15th day of Sep'r A. D. 1908, before me personally appeared Mary -  
Jane Creighton (unmarried), Ellen G. O'Connell and John G. O'Connell (her husband), Etta --  
Frances Creighton (unmarried), Clara Creighton (unmarried), Anna Coad and Mark J. Coad (her husband),  
Charles Henry Creighton, and Mary M. Creighton (his wife), and Catherine Ann Creighton (widow), to  
me personally known, who being by me duly sworn, did say that they executed the foregoing instru-  
ment as their free act and deed.

Witness my hand and official seal this day and year above mentioned.

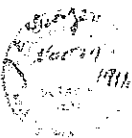
J. E. George,  
Notary Public.

My commission expires on the 29th day of Nov, 1911.

The State of Nebraska, )  
Douglas County, )

Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
20th day of October 1908 at 2:15, O' clock, P. M.

Frank W. Bandle,  
Register of Deeds.



~~Release of Assignment of Rents~~ In consideration of the payment of the debt named therein, I-  
Andrew C. Swanson release the assignment of Rents made by Truman B. Barnes and Eva,  
his wife, to Andrew C. Swanson on the following described property:  
Truman B. Barnes & Wife. Covering the East 58 feet of the South 63 feet of lot 6 in Johnsons  
Addition to the City of Omaha, more particularly described as commencing at the S. E. corner  
of said lot 6, thence N, 63 feet, thence W, 58 feet, thence S, 63 feet, thence E. 58 feet, to place  
of beginning, all in said lot 6 in Douglas County, Nebraska, which is recorded in Book 0 of Miscel-  
laneous Page 0 of the records of Douglas County, Nebraska.

Witness my hand this 15th day of October 1908.

A. C. Swanson.

W. H. Christman  
J. G. Bardsley

On this 25th day of October A. D. 1908, before me J. G. Bardsley  
Notary Public duly commissioned and qualified for and residing in said  
County, personally came Andrew C. Swanson to me personally known to be the identical person  
to the above release of rents, and acknowledged the said instrument to be his