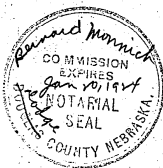


MISCELLANEOUS RECORD, No. 49

agreement for the uses and purposes therein described, and that it is their voluntary act and deed.



Bernard Monnich,

Notary Public.

Com. Expires Jan. 20, 1924.

State of Nebraska, }  
Douglas County, }

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 29th day of October, A. D. 1920, at 4:25 o'clock P. M.

Harry Pearce,

Register of Deeds,

Compared by

W&P.

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8. Party Wall Agreement. }

E. J. Corkin & Wf. }

&

W. Howard Heine & Wf. }

This agreement made and entered into this 5th day of October, 1920, by and between E. J. Corkin and Margaret L. Corkin, husband and wife, parties of the first part, and W. Howard Heine and Edgarda L. Heine, his wife, parties of the second part.

Whereas, said party of the first part is the owner of The West Twenty four and fifty one hundredths feet (W. 24.50 ft) of the East seventy four & seventy five one hundredths feet (E 74.75 ft) of Lots Twenty-three, and twenty four, of Block Four (4) of Hanscom Place, and addition to the City of Omaha, Douglas County, Nebraska, and said parties of the second part are the owners of the East Twenty four and sixty three one hundredths (E 24.63 ft) feet of the West Seventy five and twenty five one-hundredths feet, (W 75.25 ft) of Lots Twenty-three and twenty-four of Block Four (4) of Hanscom Place, an addition to the City of Omaha, Douglas County, Nebraska.

Whereas, there is now located upon each of the properties herein respectively described a two story brick dwelling, and the brick wall between the two dwellings standing equally upon each portion of the property hereinbefore described, and

Whereas, said wall is a party wall owned jointly by the parties hereto.

Now therefore each of the parties hereto their heirs, successors and assigns shall have the right to peacefully and lawfully enjoy said party wall, so long as their buildings or wall lasts and in case of any injury to said party wall at any time, either of said parties shall have equal right to enter the premises and repair or rebuild to same and in case said wall is repaired or rebuilt for the mutual benefit of both of the parties hereto, then the cost of repairing or rebuilding said wall shall be borne equally between the parties hereto. But in case of total or partial destruction of either of the buildings divided by said party wall in which case one of the parties hereto should not desire to reconstruct the same and enjoy said party wall, then the other party hereto may have the right to reconstruct said wall, one-half of which stands upon each of the respective properties owned by the parties hereto, said party so reconstructing said wall to bear all of the expenses in reconstructing the same, and if at any time the other party hereto should desire to use said wall for reconstructing such buildings desired, or for the rebuilding of any other building shall have the right to use said party wall upon payment to the other party of one-half of the actual value of said wall at such

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time as such party wishes to use the same.

This agreement shall pass to and shall be binding upon the heirs, successors and assigns of the respective parties.

In witness whereof, parties have hereunto signed their names the date and year above written.

Witness to signature of E. J. Corkin and Margaret L. Corkin

B. E. Spurrier

Bernard Monnich - - - - -

E. J. Corkin,

Margaret L. Corkin,

{ W. Howard Heine

{ Edgarda L. Heine

State of Nebraska )  
County of Douglas ) ss.

On this 5th day of October, 1920, before me the undersigned a Notary Public in and for the county and state aforesaid, personally appeared E. J. Corkin and Margaret L. Corkin, husband and wife who are personally known to me to be the persons described in the foregoing agreement and they acknowledge to me that they have executed the foregoing agreement for the uses and purposes therein described, and that it is their voluntary act and deed.

B. E. Spurrier,

Notary Public.



State of Nebraska )  
County of Dodge ) ss.

On this 27 day of October, 1920, before me the undersigned a Notary Public in and for the county and state aforesaid, personally appeared W. Howard Heine and Edgarda L. Heine, husband and wife, who are personally known to me to be the persons described in the foregoing agreement and they acknowledge to me that they have executed the foregoing agreement for the uses and purposes therein described, and that it is their voluntary act and deed.

Bernard Monnich,

Notary Public.

Com. Expires Jan. 20, 1924.



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Douglas County, )

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