

9 William E. Clarke
 With
 James B. Kitcher

This agreement made and entered into this twenty fourth day of March 1885 by and between William E. Clarke of Omaha, Nebraska party of the first part, and James B. Kitcher of the same place party of the second part: Witnesseth: That Whereas the said William E. Clarke is now the owner of the East half or 33 feet of Lot six (6) in Block One hundred and thirty Eighth (138) in the City of Omaha Douglas County State of Nebraska, as surveyed and platted and the said James B. Kitcher is the owner of the following described portion of said Lot to wit: Commencing at the South West corner of said lot six, running thence North thirty five feet, thence East Twenty two feet thence North thirty seven feet to the alley; thence East Eleven feet; thence South one hundred and thirty two feet to Barney Street thence West thirty three feet to place of beginning, and Whereas, said Clark desires and is about to build upon his said lot a four story brick building with basement, and Whereas he desires to build this west wall thereof on the West line of his lot so that said wall may be used by, and thereby become a benefit to said Kitcher his heirs or assigns whenever he or they shall elect to build thereon: Now therefore and in consideration of the mutual benefit accruing to each of the said parties growing out of the covenants and agreements hereinafter set forth and the payment to each of one dollar the receipt whereof is hereby acknowledged It is hereby promised and agreed by and between said parties, that the said Clarke in constructing the west wall of his proposed building and for that purpose shall have the right to enter upon the said lot of said Kitcher and excavate for and build the foundation and build the West Wall of his said building so that one half thereof shall stand upon his own lot and the other half shall stand upon the lot of said Kitcher, and the said wall shall thereby become a party wall, and the said William E. Clarke his heirs and assigns shall have the right to peaceably and lawfully enjoy said party wall, and it is also further agreed that the said James B. Kitcher his heirs and assigns shall have the right to peaceably and lawfully

144

Said party wall and build upon and connect with the same whenever he or they may desire or elect to do so. And the said Kitcher his heirs and assigns shall pay to said Clarke his heirs or assigns one equal half of the value thereof at such time as said Kitcher his heirs or assigns shall connect with or use the same and in such proportion to the one half of said wall and basement thereof as the length and height of the portion used or connected with shall be to the whole length and height of said wall and to pay the same

when such building shall be roofed in or under cover. The value of the portion so used and so to be paid for shall be fixed and determined at the time said Kitcher his heirs or assigns shall commence to use said wall in the construction of a building on his said lot and if said parties cannot agree as to the fair value of the portion of said party wall and foundation so used, the same shall be submitted for determination to two experienced Contractors and builders of Mason or brick work residents of Omaha one to be chosen by each of the said parties hereto and if they cannot agree then to select a third builder of good standing and acknowledged integrity in Omaha and the decision of the said three builders shall be final.

It is mutually understood and agreed by and between said parties that this agreement shall remain in force so long as said building 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 the same.

It is the agreement that said party wall shall be well built of good material and of sufficient size and strength suitable for the kind of a building to be so erected by said Clarke hereinbefore described, and the said party wall and this agreement shall pass to and be binding upon the heirs and assigns of the respective parties hereto.

Witness our hands the day and year first above written
 Presence of } William C. Clarke
 John J. Gillen } James R. Kitcher

State of Nebraska } ss
 Douglas County }

On this 7th day of December 1885 before me
 a Notary Public in and for said County personally appear
 Melvin E. Clarke and James B. Kitchen known to me to be
 the same persons whose names are affixed to the foregoing
 Contract as parties thereto and they severally acknowledged
 the same to be their ^{free and} voluntary act and deed.
 In Testimony Whereof I have hereunto set my hand and Notarial
 Seal the date aforesaid.



Geo. J. Gilbert
 Notary Public

Entered in Numerical Index }
 and Recorded Dec. 7, 1885 at } Et
 1 o'clock P.M.

CP Needham
 County Clerk

10 L. O. Crane Wife } Know all men by these Presents, That
 To Milo C. Roberts } We, Larrison P. Crump and Helen J.
 Crump of Omaha, Nebraska husband and wife in consideration of Two
 Thousand Dollars, in hand paid, do hereby Grant, Convey
 Sell, Convey and Confirm unto Milo C. Roberts, of Douglas
 County, Nebraska, the following described Real Estate, situate
 in the County of Douglas and State of Nebraska to wit:
 Lot Number Seven (7) in Crump's Division of Lot Number
 Twenty-five (25) of Millard and Caldwell's addition to the
 City of Omaha, as surveyed, platted and recorded. This deed
 is subject to a first mortgage on said premises for seven hundred
 Dollars and interest. Together with all the Easements,
 Hereditaments, and appurtenances to the same belonging, and
 all the Estate, Title, Dower, Claim or Demand whatsoever
 of the said Larrison P. Crump and Helen J. Crump, his
 wife, of, in or to the same or any part thereof.
 To Have and to Hold the above described premises with the
 appurtenances, unto the said Milo C. Roberts and to his
 heirs and assigns forever: and I the said Larrison P. Crump
 for myself and my heirs, executor and administrators, do