

MISCELLANEOUS RECORD, No. 88

8. Party Wall Agreement.

Harry A. Tukey, & Wf.

and

The Conservative Savings & Loan Ass'n.

THIS AGREEMENT made and entered into this

11th day of September, A. D. 1929, by and between

Harry A. Tukey, hereinafter called party of the

first part, and The Conservative Savings and Loan

Association, a corporation, hereinafter called party of the second part, WITNESSETH:

That, whereas, the party of the first part is the owner of the North Forty-two (42) feet and Three and One-half ($3\frac{1}{2}$) inches of the East Twenty-three (23) feet and Six and One-half ($6\frac{1}{2}$) inches of the East One-half ($\frac{1}{2}$) of Lot Six (6) in Block One Hundred Thirty-eight (138) in the City of Omaha, Douglas County, Nebraska, as originally surveyed and lithographed, and

Whereas, the party of the second part is the owner of all that part of the East One-half ($\frac{1}{2}$) of said Lot Six (6) in Block One Hundred Thirty-eight (138) in the City of Omaha, excepting the portion thereof owned by party of the first part and above described, and

Whereas, there is erected on the East and West line between the property of the party of the first part and the property of the party of the second part and upon the North and South line between the property of the party of the first part and the property of the party of the second part a brick wall, which wall is one-half ($\frac{1}{2}$) on the property of the party of the first part and one-half ($\frac{1}{2}$) on the property of the party of the second part, said wall above the footings being thirteen (13) inches in thickness, and

Whereas, party of the first part is the owner of one-half ($\frac{1}{2}$) of said wall and the party of the second part is the owner of one-half ($\frac{1}{2}$) of said wall and it is the mutual desire and agreement of the said parties that said wall be jointly used and maintained as a South and West wall for the building of the party of the first part, and a North and East wall for the building of the party of the second part.

NOW, THEREFORE, in consideration of the aforesaid and of the mutual agreements of the parties hereto and of the sum of One (1) Dollar in hand paid by each party to the other party, it is hereby mutually agreed that the said wall, erected on the dividing lines between the properties of the parties hereto, shall be continued and maintained as a party-wall, and both of the parties hereto shall and do have the right to continue to use and maintain the same as a wall of their respective buildings as heretofore set forth for such time and upon such terms as hereinafter provided, to-wit:

Said wall shall be continued and maintained as a party-wall for the use and benefit of the owners of both of the properties herein referred to so long as either of the buildings of either of the parties heretofore referred to shall remain; provided, however, that in case of the total or near total destruction of the said wall by fire or other casualty beyond the control of the parties hereto, thereupon said wall shall cease to be a party-wall and the rights of the parties hereto or either of them to the use of the same as a party-wall shall cease and terminate; and whenever both of the present buildings on the properties of the parties hereto shall have been destroyed or demolished, thereupon, said wall shall cease to be a party-wall and the rights of both and each of the parties to further use thereof as a wall of their respective buildings shall cease and terminate.

Gertrude M. Tukey, wife of the aforementioned Harry A. Tukey, joins in the making of this agreement, approving of each and all of the terms thereof.

Executed in duplicate the day and date aforesaid.

In Presence Of:

O. D. Keller

Harry A. Tukey

Gertrude M. Tukey



THE CONSERVATIVE SAVINGS AND LOAN
ASSOCIATION OF OMAHA, NEBRASKA.
By E. A. Baird, President
Attest: J. A. Lyons, Secretary

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MISCELLANEOUS RECORD, No. 88

State of Nebraska)
)SS.
 County of Douglas)

On this 11th day of September, 1929, before me, a Notary Public in and for said County, personally appeared Harry A. Tukey and Gertrude M. Tukey, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledge the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date aforementioned.



O. D. Keller,
 Notary Public.

State of Nebraska)
)SS.
 County of Douglas)

On this 11th day of September, 1929, before me, a Notary Public in and for said County, personally appeared E. A. Baird and J. A. Lyons, to me known to be the President and Secretary, respectively of The Conservative Savings and Loan Association of Omaha, Nebraska, and the identical persons who have, as such officers, executed the foregoing instrument and they acknowledged the same to be their voluntary act and deed as such officers and the voluntary act and deed of the said The Conservative Savings and Loan Association of Omaha, Nebraska by them. And the said E. A. Baird and J. A. Lyons stated and acknowledged their execution of the foregoing instrument as such officers to be done in accordance with authority from and by direction of the Board of Directors of the said The Conservative Savings and Loan Association of Omaha, Nebraska.

Witness my hand and Notarial Seal the day and date aforementioned.



O. D. Keller,
 Notary Public.

State of Nebraska)
)SS.
 County of Douglas)

Entered in Numerical Index and filed for Record in
 the Register of Deeds Office of said County, the
 12th day of September, A. D. 1929, at 2:35 o'clock P. M.
 Harry Pearce,

Register of Deeds.

Compared by B&R

 9. Certified Copy of Decree, etc.) IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA.
 In the Matter of the Estate) In the matter of the estate of)
 of) Otto J. Wilde, Deceased.) DECREE ON FINAL ACCOUNT.
 Otto J. Wilde, Deceased.)

Now on this 29th day of May, A. D. 1929, this cause coming on to be heard on the petition for a final settlement of said estate and on the final administration account, and the evidence was submitted to the court, on consideration whereof the court finds:

That on May 11, A. D. 1929, Carl A. Milius, the administrator of the estate of the above named intestate filed in this court his final administration account and a petition praying that the said account be settled and allowed; that said estate be distributed as required by law; that he be discharged from his trust as such administrator, and that for these purposes a time and place be assigned for hearing said petition and examining and settling said