

## MISCELLANEOUS RECORD No. 11

FRED E. ALLEN :  
TO :  
JOHN N. TODD :  
ASSGN'T \$1.30 Pd. : ^

Filed April 9, 1942 at 2 o'clock P. M.

*Bruce Deter*  
County Clerk

(This Space Reserved for Filing Stamp)

Mid-Continent Association Form NEBRASKA  
ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred E. Allen, a single person hereinafter called Assignor (whether one or more) for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto John N. Todd (hereinafter called Assignee), full and undivided interest in and to the oil and gas lease dated March 20, 1941, from Elsie E. Clark and A. R. Clark, her husband, and Sarah J. Seibold, a widow, lessors to John N. Todd and Herbert Droge, lessees recorded in book 10 misc., page 529 insofar as said lease covers the following described land in Sarpy County, State of Nebraska:

The North-east Quarter of the Southeast Quarter of Section Five, and the Northwest Quarter of the Southwest Quarter of Section Four of Section 4 & 5 Township 12 north Range 11 east and containing 80 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 5th day of March, 1942.

Fred E. Allen

STATE OF NEBRASKA)

(ss.

COUNTY OF DOUGLAS)

## ACKNOWLEDGMENT FOR INDIVIDUAL

On this 6th day of March A. D. 1942; before me a Notary Public duly commissioned and qualified for and residing in said County, personally came Fred E. Allen to me known to be the identical person whose name affixed to the foregoing instrument as assignor and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires Sept. 25, 1947.

A. S. Abel

Notary Public

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A. S. ABEL NOTARIAL SEAL \*  
DOUGLAS COUNTY, NEBRASKA \*  
COMMISSION EXPIRES SEPT. 25, 1947\*  
\*\*\*\*\*

FRED E. ALLEN :  
TO :  
JOHN N. TODD :  
ASSGN'T. \$1.15 Pd.: ^

Filed April 9, 1942, at 2 o'clock P. M.

*Bruce Deter*  
County Clerk

## Mid-Continent Association Form NEBRASKA

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## ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred E. Allen, a single person, hereinafter called Assignor (whether one or more) for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto John N. Todd (hereinafter called Assignee), full and undivided interest in and to the oil and gas lease dated April 3, 1941, 19 from Ferdinand Karl Krebs and, lessor to Emma Krebs, his wife, lessee recorded in book 10 misc., page 599 insofar as said lease covers the following described land in Sarpy County, State of Nebraska:

Northeast One-fourth of the Northwest Quarter of Section Ten, Twp. 12 north Range 11 East of Section 10 Township 12 Range 11 and containing 40 acres, more or less together with the rights

## MISCELLANEOUS RECORD No. 11

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA  
STATE OF NEBRASKA, )  
(ss.  
COUNTY OF SARPY )

I, H.W. Haerberlein Clerk of the District Court of Sarpy County in and for the Second Judicial District of Nebraska, do hereby certify that the foregoing four pages contain a true and correct copy of decree in a cause in said court wherein Lydia Hagedorn was Plaintiff and Ralph M. Hagedorn, et al., were Defendants as the same is entered of record in Journal "T" at page 636, a record of the proceedings of said court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 23rd day of March 1942.

H.W. Haerberlein  
Clerk of the District Court

\*\*\*\*\*  
SEAL OF THE DISTRICT COURT \*  
SARPY COUNTY, NEBRASKA \*  
\*\*\*\*\*

KOZY HOMES, INC. :  
TO :  
WHOM IT MAY CONCERN :  
Protect. Covenants \$3.50 Pd. :  
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Filed April 16, 1942, at 3 o'clock P.M.

*James D. Bates*  
County Clerk

#### PROTECTIVE COVENANTS

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lot to be used for residence purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single, family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

No building shall be located on any of these lots nearer than 25 feet to the front lot line. No building, except garage or other outbuilding located 60 or more feet from the front lot line, shall be nearer than 5 feet to any side lot line.

No residence shall be erected or placed on any of these lots which lot has an area of less than 4500 square feet, nor a width of less than 45 feet at the front building set-back line.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with the owner or tenant.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$2500.00 shall be erected on any lot, the ground floor area of the main structure exclusive of one-story porches, shall be not less than 500 square feet in the case of a one-story structure. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Jan. 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of then owners of the lots, it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Dated February 28, 1942.

Covers lots in Blocks: Lots 1 & 3, 278, Lots 11 & 12 279, Blk 295, Lots 4-5-6-9 to 12, 296, 322, 323, 306 and 308, in the City of Bellevue, Sarpy County, Nebraska

Kozy Homes, Inc.

By Joe C. Larson, Pres.

E. C. Westcott

Carson Williams

W. F. Hoppe Jr

as to Lots 1 to 12 inc Block 308.

Approved and signed as to Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12, in Block 306, and Lot 3 in Block 278, in the City of Bellevue, Sarpy County, Nebraska.

Joseph E. Strawn

State of Nebraska, )  
(ss.  
County of Sarpy. )

On this 16th day of March, 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared Joseph E. Strawn, to me known to be the identical person who signed the above instrument as to Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 in Block 306, and Lot 3 in Block 278, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shallcross  
Notary Public

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WM. J. SHALLCROSS NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JULY 5, 1947 \*  
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