

MISCELLANEOUS RECORD No. 11

THE PAPER TIMES, PAPER, 1942-43

L. C. HILSABECK, M. D. :
 TO :
 WHOM IT MAY CONCERN :
 Aff. \$.90 Pd. :

Filed June 1, 1942, at 11.30 o'clock A. M.

Bernard D. Suter
 County Clerk

A F F A D A V I T

State, Of Nebraska)
 County of Sarpy) SS

I L C Hilsabeck, M D, being first duly sworn do depose and state that I was well and personally acquainted with Bernhard Busekist one of the Joint tenant grantees in a deed from Martha Prinz and Charley A Prinz her husband, which deed is dated April 3rd, 1939 and recorded in Book 59 on page 22 of the records of Sarpy County, Nebraska.

I do further state that I attended said Bernhard Busekist during his last illness and I do also state that he died March 31, 1940.

And further deponent saith not.

L. C. Hilsabeck M. D.

Subscribed and sworn to before me, W A Snare, the undersigned Notary Public this 26th day of May, 1942.

W. A. Snare Notary Public

 W. A. SNARE NOTARIAL SEAL *
 SARPY COUNTY, NEBRASKA *
 COMMISSION EXPIRES JAN. 15, 1948 *

 My Commission expires Jan. 15th, 1948

FELLEVUE HOMES INC. ET AL :
 TO :
 WHOM IT MAY CONCERN :
 Protect. Covenants \$1.50 Pd. :

Filed June 2, 1942, at 9 o'clock A. M.

Bernard D. Suter
 County Clerk

PROTECTIVE COVENANTS
 To whom it may Concern

Future covenants of the following described property if herewith made subject to Protective Covenants by the Owners thereof as follows: Lots to be used for residence property 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 35 feet to the front lot line.

No building, except a 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 4,500 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 be or become an annoyance or nuisance to the neighborhood.

No person 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 an owner or tenant.

No trailer, basement, tent shack, garage, barn or other out building 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 \$2,500.00 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 550 square feet in the case of a one-story structure and 500 square feet in the case of a 1½ or 2 story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

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

If the parties hereto or any of them or any of 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

MISCELLANEOUS RECORD No. 11

such violations.

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.

Applies to Lot _____ Block _____

Applies to Lot _____ Block _____

Applies to Lot _____ Block _____

As to Lot 3-4-5-6-Block 109 Bellevue Homes Inc. by J. J. Woods Secy Treasurer

As to Lot 1 Block 109 Elizabeth Murray Watkins

As to Lot 7-8-9-11 Block 109 John H. Mundt

As to Lot 10 Block 109 Wm. S. Frazier

As to Lot _____ Block _____

Dated at Lincoln, Nebraska this _____ day of _____ 19____.

STATE OF NEBRASKA }
COUNTY OF LANCASTER) ss

Signature of Ervin E. Peterson

Signature of Hazel Marie Peterson

On this _____ day of _____ 1942 before me a Notary Public in and for said County personally came Ervin E. Peterson and Hazel Marie Peterson, husband and wife, personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, and they acknowledged the said instrument and the execution thereof to their voluntary act and deed for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at Lincoln, Nebraska on the day and date last above written.

My commission expires-

Notary Public

STATE OF NEBRASKA }
COUNTY OF SARPY) ss

On this 18th day of May, 1942 before me a Notary Public in and for said County personally came John Mundt, Bellevue Homes Inc. by J. J. Woods, Secretary Treas. Wm. S. Frazier, Elizabeth Murray Watkins, personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, and they acknowledge the said instrument and the execution thereof to their voluntary act and deed for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at Bellevue, Nebraska on the day and date last above written.

H.C. STRANATHAN NOTARIAL SEAL #
SARPY COUNTY, NEBRASKA - GENERAL
COMMISSION EXPIRES MAY 13, 1948 *

H. C. Stranathan
Notary Public

My commission expires- May, 13, 1948

RICHARD SCHAAB BROWN :
TO :
KARL CAMPBELL BROWN :
Power of Atty. \$1.10 Pd :

Filed June 4, 1942, at 2.30 o'clock P. M.

James Peterson
County Clerk

POWER OF ATTORNEY
GENERAL

KNOW ALL MEN BY THESE PRESENTS: THAT I, Richard Schaab Brown, of the City of Papillion County of _____, State of Nebraska have made, constituted, and appointed, and by these presents do make, constitute and appoint my brother, Karl Campbell Brown, residing at Papillion, Nebraska, my true and lawful Attorney for and in my name, place, and stead, and for my use and benefit, to ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for _____ and in my name, to make, seal, and deliver; to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seizin and possession of all lands, and all deeds and other assurances, in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants as he shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of what nature or kind soever, and also for _____ and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants,