

## DEED RECORD No. 619

## 6. Warranty Deed

Hastings &amp; Heyden

to

KNOW ALL MEN BY THESE PRESENTS, That HASTINGS & HEYDEN, a corporation under the laws of the State of Nebraska, in consideration of One and No/100 (\$1.00) Dollars, in hand paid, do hereby Grant, Bargain, Sell, Convey and Confirm unto Celia F. Lowman and Robert Louis Lowman, mother and son, as JOINT TENANTS, and not as tenants in common, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit: Lot One (1), Block Two (2), Bensoncrest, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to the 1935 County Tax and all other taxes and assessments hereafter levied or assessed.

It is agreed that purchase is made subject to the following conditions: No dwelling shall be erected on the above premises at any time costing less than \$1,000.00 exclusive of the outbuildings and the main body of the same shall not be nearer than 40 feet from the line of the street or streets adjacent to said lot. No building or fences to be erected or maintained on the premises until the main dwelling has been erected unless by special written permission of the seller. Premises shall not be used for the raising or feeding of swine or for any purpose that would constitute a nuisance in a purely residential district.

It is understood and agreed that a business building or filling station may be erected on said premises provided that it has a stone, brick or stucco front and is of neat appearance and design. Said business building when erected must be at least 20 feet from the line of the street or streets adjacent to said lot.

Before erecting any building on said premises, plans of same must be submitted to the seller for approval.

It is expressly understood and agreed that this lot is sold subject to the rights of the Northwest Bell Telephone Company and of the Nebraska Power Company to place and maintain pole lines on or adjacent to the lines of said lot.

No sod, earth, sand, gravel or trees shall be sold and removed from said premises without the written consent of the undersigned seller; provided, however, that this restriction shall not prevent or prohibit the purchaser, their heirs, or assigns, from removing sod, earth, sand, gravel or trees in the development of said premises for residence purposes.

The premises shall be owned or used only by members of the Caucasian Race. No building or improvements already erected shall be moved onto said premises unless the written consent of the undersigned seller is first obtained.

TOGETHER with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Dower, Right of Homestead, Claim or Demand whatsoever of the said HASTINGS & HEYDEN of, in, or to the same or any part thereof;

It being the intention of all parties hereto, that in the event of the death of either of said Grantees, the entire fee simple title to the real estate described herein shall vest in the surviving Grantee.

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto the said Celia F. Lowman and Robert Louis Lowman, as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them forever; and the said HASTINGS & HEYDEN, for themselves and their successors, doth covenant with the said Celia F. Lowman and Robert Louis Lowman and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises; that they are free from incumbrance; except as stated herein, and that it has good right and lawful authority to sell the same and that it will and its successors shall warrant and defend the same unto Celia F. Lowman and Robert Louis Lowman and unto their assigns and unto the heirs and assigns of the survivor of

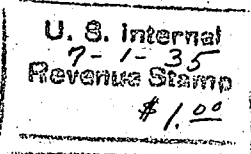
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them forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

WITNESS the hand of the corporation by its President, and the seal thereof this 29th day of June, A.D. One Thousand Nine Hundred and Thirty-five.

In Presence of:

Robert C. Hastings



HASTINGS & HEYDEN

By: Byron R. Hastings  
President

Attest: Victor L. Jones  
Secretary.

THE STATE OF NEBRASKA)

DOUGLAS COUNTY )

ss. On this 29th day of June, A.D. 1935, before me a Notary Public in and for said County, personally came the above named Byron R. Hastings, President of HASTINGS & HEYDEN, who is personally known to me to be the identical person whose name is affixed to the above Deed as President of HASTINGS & HEYDEN, the grantor, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date aforesaid.



Robert C. Hastings

Notary Public

My commission expires on the 31st day of October, A.D. 1939.

State of Nebraska)

County of Douglas)

ss. Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 1st day of July, A.D. 1935, at 9:37 o'clock, A. M.

Thomas J. O'Connor

Register of Deeds

Compared by D&T

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7. Warranty Deed

Sovereign Camp of the Woodmen  
of the World or/and the  
Pacific Woodmen Life Assn.

to  
Matthew Leo McKeone

THIS INDENTURE, Made this 8th day of July, A.D. 1935, between  
Sovereign Camp of the Woodmen of the World or/and the Pacific  
Woodmen Life Association, a corporation organized and existing

under and by virtue of the laws of the State of Nebraska, party of the first part, and Matthew Leo McKeone, of the County of Douglas and State of Nebraska, party of the second part,

WITNESSETH, That the said party of the first part for and in consideration of the sum of Four Thousand and no/100 (\$4000.00) Dollars, in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said party of the second part, the following described premises, situated in Douglas County and State of Nebraska, to-wit: All of the West Seventy-eight (78) feet of Lot Two (2), Block Seventy (70), City of Omaha, as surveyed, and lithographed. Subject to the second half of the 1934 State and County Taxes and the second half of the 1935 City tax.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said Matthew Leo McKeone; his heirs and assigns.

And the said Sovereign Camp of the Woodmen of the World or/and the Pacific Woodmen Life Association, for itself or its successors, do hereby covenant and agree to and with the said party of the second part, and his heirs and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance and the said Sovereign