575

Deed Record No. 330

THE STATE OF NEBRASKA,

Lancaster County.

)ss.

On this 20th day of January A. D. 1941, before me C. Bykerk, a Notary Public ouly commissioned and qualified

for and residing in said County, personally came R. Murle Blank and Mabel E. Blank, each in their own right, and as husband and wife, to me known to be the identical persons described in and who executed the foregoing instrument as grantors and they acknowledged the said instrument to be their voluntary act and deed.

Motival
Motival
Medical
Medical
Medical
Medical
Motival
Motiva

WITNESS my hand and notarial scal at Lincoln in said County, the day and year last above written.

C. Bykerk Notary Public.

Warranty Deed

Capital Realty Company

To

Will H. Sullivan

Filed for Record

January 25, 1941 at 9:15 A.M.

J. G. Vaughan

Register of Deeds

By A. L. Kenney, Deputy

Fee \$1.15

105-WARRANTY DEED-Corporation

THIS INDENTURE, Made this 17th day of January A. D., 1941 between Capital Realty Company, a corporation organized and existing under and by virtue of the laws of the State of Nebraska party of the first part, and Will H. Sullivan of the County of Lancaster, 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 One Dollar (\$1.00) and other valuable considerations 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 Lancaster County, and State of Nebraska, to-wit:

All of Lot Nine (9) and the East Six (6) Inches of Lot Eight (8), all in Block Twenty-one (21) of the Original Plat of the City of Lincoln, Lancaster County, Nebraska, together with an undivided one-half interest in the east wall, of the building of the grantor located on that part of said Lot 8, not herein conveyed to the grantee, with the perpetual right, privilege and easement to use said east wall as the west wall of the building erected by the grantee herein on the property herein conveyed, and to place all joists, openings and connections in said wall, necessary for the proper construction of grantee's building upon the property herein conveyed.

It is understood and agreed by the parties hereto that grantee's building shall not exceed the present height of said east wall of the grantor; that neither party to this deed or their successors in title, shall increase the height of said east wall of grantor's building without the written consent of the other party hereto or its or his successor in title, and that the grantor and grantee herein, and their respective successors in title, shall each pay one-half of the cost of the maintenance and repairs of said wall, from and after the date of this deed.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said Will H. Sullivan and to his heirs and assigns forever.

And the said Capital Realty Company for itself or its successors, does 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 said Capital Realty Company does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

AGE

575

Deed Record No. 330

IN WITNESS WHEREOF, the said Capital Realty Company has hereunto caused its corporate seal to be affixed and these presents to be signed by its president the day and year first above written.

Signed, sealed and delivered in presence of

S. A. Sanderson

REV. STAMPS

Conforate Fr. Seal &

Capital Realty Company

By Carl J. Guenzel President

STATE OF NEBRASKA ss.

84684-STATE JOURNAL PRINTING CO. LINCOLN, NEB

On this 17th day of January 1941 before me, the undersigned, a Notary Public in and for said County, personally came Carl J. Guenzel, President of the Capital Realty Company to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Capital Realty Company, and that the Corporate seal of the said Capital Realty Company was thereto affixed by its authority.

Clark Styles noticeal Commenceron 26 there County, North

Witness my hand and Notarial Seal at Lincoln in said county the day and year last above written.

My Commission expires the 29 day of August 1941

Claude S. Wilson Notary Public.

Deed

The Lancaster Corporation

To

Felix A. Lorenz and wife Filed for Record

January 25, 1941 at 9:15 A.M.

J. G. Vaughan

Register of Deeds

By A. L. Kenney, Deputy

Fee \$1.20

 $\underline{D} \times \underline{E} \times \underline{D}$

IN CONSIDERATION OF THE PAYMENT

of One Dollar and other valuable consideration THE LAN-CASTER CORPORATION, a Corporation duly organized and existing under the laws of the State of Delaware, hereby sells and conveys to FELIX A. LORENZ and A. OLGA LORENZ, husband and wife, of Lincoln, Lancaster County, Nebraska as JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, the following described real estate, situated in Lincoln, in the County of Lancaster and State of Nebraska, to-wit:

Lot Eight (8), Block Fifteen (15), E. F. Brown's Summit, located in the Southwest Quarter of the Northwest Quarter (SWANWA) of Section One (1), Township Nine (9), ---- Range Six (6).---

The parties of the second part, for themselves, their heirs, executors, administrators, devisees and assigns, hereby covenant and agree with and for the benefit of party of the first part, its successors and assigns, to hold said real estate herein described on the following terms: That no structure other than one private dwelling, or one private dwelling and garage, shall be placed upon the above described property; that no such dwelling, or dwelling and garage, shall be erected or placed thereon at a combined cost of less than \$3,000.00, or with a floor area of less than 600 square feet, exclusive of the garage floor area, and shall be so placed upon the above described premises that the front thereof shall be toward Nemaha Street, and not within 25 feet of the front lot line.

For a period of fifty years from the date of this warranty deed, no person or persons of other than the Caucasian race shall be or become the grantee or lessee of this property or be granted the privilege of occupying the same, except as a servant in the family

576

PAG