

Miscellaneous Record No. 117

FLEXIBLE HINGE
PATENTED
L.L. BROWN & SONS PAPER CO.
LINEN LEADER

79537 ★★ K-B PRINTING Co. ★★ OMAHA

In case the said parties of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed they shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall henceforth be deemed mere tenants at will under the said party of the first part and be liable to be proceeded against under the provisions of an Act regulating proceedings in cases of forcible entry and detainer, and the acts amending the same. And any payments that shall have been made, shall become forfeited to the party of the first part, as stipulated damages for the non-performance of this contract.

Said parties of the second part shall be entitled to the possession of said land so long as the conditions of this agreement shall remain unbroken by them; but upon failure to comply with the same, said right of possession shall terminate and said party of the first part shall be entitled to the immediate possession of said land and the improvements thereon.

No assignment of this contract shall be valid without the consent of the party of the first part endorsed thereon.

Said parties respectfully bind their heirs, successors and assigns, to the faithful performance of the terms of this agreement.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year first above written.

In Presence of
W.R. Gibson

Lana M. Finch
Lloyd S. Loving
Elizabeth Loving

State of Nebraska)
County of Douglas) ss.

On 18th day of May A.D. 1936, before me W.R. Gibson a notary public in and for said county, personally came Lana M. Finch to me personally known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be her voluntary act and deed for the purposes therein expressed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at ° on the day last above written.



W.R. Gibson

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 19th day of May, A.D., 1936, at 3:48 o'clock, P.M.

Thomas J. O'Connor

Register of Deeds

Compared by D&T

15. Lease

The Kimball Company
to
Trustee Realty Company, Agents)

THIS LEASE made and entered into this 17th day of April, 1936, between The Kimball Company, a Nebraska corporation, as lessor and the owner and in possession of Lot 3, Keyes' Sub-division of Lot 9, Capitol Addition, an addition to the City of Omaha and situate in Douglas County,

Nebraska, party of the first part, and the Trustee Realty Company, a corporation, as agents, lessee and in possession of the adjoining property described as Lots 1 and 2 in said Keyes' Sub-division, party of the second part, Witnesseth:

Said lessor does hereby demise and lease unto the said lessee the use, for enclosing purposes only, of the east wall of the one-story building now situated on Lot Three (3), Keyes'

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Sub-division of Lot Nine (9), Capitol Addition, an addition to the City of Omaha, in Douglas County, State of Nebraska, as surveyed, platted and recorded.

To have and to hold the above described property unto the said lessee from date hereof until the 1st day of January, A.D., 1937, the said lessee, in consideration of said demised does hereby covenant and agree with the said lessor as follows:

1st: To pay to the said lessor as rental for the said leased property the sum of Twenty-five (\$25.00) Dollars per year, which rental from January 1, 1936 to December 31, 1936, has been paid; all yearly rentals to be paid on the 1st day of January of each and every year, yearly in advance.

2nd: It being mutually understood and agreed by and between the lessor and the lessee that, in the event either party should wish to cancel or discontinue this lease, either party may do so upon thirty days written notice; notice to the said lessee to be given by mail or otherwise to Tukey & Son of Omaha, as agents for said lessee.

3rd: It is further mutually understood and agreed that the use of the leased property by the lessee herein shall be without expence of any kind whatsoever to the lessor.

4th: It is understood that all of the covenants and agreements in this lease shall succeed to and be binding on the respective heirs, executors, administrators and assigns of the parties hereto.

5th: This lease for the use for enclosing purposes only of said wall may be renewed from year to year by mutual agreement of the parties hereto without a formal writing, and any renewal of said lease may be cancelled upon thirty days notice as hereinbefore provided. The old lease recorded in book 40 page 264 is hereby cancelled.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

WITNESSES:

A.M. Kimball

Moorhead Tukey

THE KIMBALL COMPANY

By Wm. L. Steele Pres.

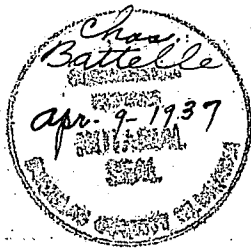
TRUSTEES REALTY COMPANY, as Agents

Wm. B. Hughes

State of Nebraska)
County of Douglas) ss.

On this 27 day of April, 1936, personally appeared before me, a Notary Public in and for said county, Wm. L. Steele, as President of The Kimball Company, a corporation, and acknowledged the execution of said lease to be her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date aforesaid.



Chas. Battelle

Notary Public

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 19th day of May, A.D., 1936, at 3:58 o'clock, P.M.

Thomas J. O'Connor

Register of Deeds

Compared by D&T