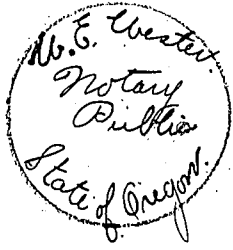


MISCELLANEOUS RECORD No. 40



Subscribed in my presence and sworn to before me, this 19 day of July, 1918.

W. E. Wester

My Com. Expires Oct. 8, 1918.

Notary Public.

"Exhibit A"

\$100.00/100

Fremont, Neb., January 14th, 1886.

May 1st, 1887 after date, we jointly and severally promise to pay to the order of The Dakota Mortgage Loan Corporation, One Hundred & no/100 Dollars for value received, with interest at the rate of 10 per cent per annum, payable annually from maturity until paid.

P.O. _____
Due May 1st, 1887.

{ PAID
{ Nov 1, 1887
{ F. & M. Nat'l Bank
{ Fremont, Neb.

No. F 27.

Launie Lockwood

H. A. Lockwood

Negotiable and payable
at the
Farmers and Merchants National Bank
Fremont, Neb.

State of Nebraska)
Douglas County,)

Entered on Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 12th
day of August, A. D. 1918, at 3.40 o'clock P.M.

Harry Pearce,

Register of Deeds.

Compared by, W&R

3. Lease.
Lucian B. Johnson & w.
and
Payne Slater Company

)
) This Indenture, executed in duplicate this 15th
) day of August A.D. One Thousand Nine Hundred and Eighteen
) (1918) by and between Lucian B. Johnson and Mary Olive John-
) son of the city of Omaha, County of Douglas, and state of

Nebraska, parties of the first part and hereinafter called the Lessor, and Payne & Slater Company, a corporation organized under the laws of the state of Nebraska, party of the second part and hereinafter called the Lessee:

WITNESSETH: The Lessor, in consideration of the rents herein reserved, and of the covenants and agreements herein contained on the part of the Lessee to be paid, kept and performed, does by these presents demise and lease unto said Lessee that parcel of real estate lying and situate in the city of Omaha, county of Douglas and state of Nebraska, known and described as follows, to-wit:

The west one-half of Lot Five (5) in Keyes Subdivision of Lot Nine (9) in Capitol Addition to the city of Omaha, Nebraska, as surveyed, platted and recorded, subject, however, to all leases in, on or to said real estate, or any part thereof, now existing and in effect, a list of which leases signed by the Lessor and giving the name of the tenant and the date of expiration of his tenancy, is furnished to the lessee by the Lessor at the time of the delivery of this lease.

TO HAVE AND TO HOLD the above described real estate (with all the improvements belonging to the lessor thereon situate and appurtenances thereunto attached and appertaining)

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unto the said lessee for and during the terms of Ninety-nine (99) years, commencing on the first day of September A.D. 1918 and ending on the 31st day of August A.D. 2017, unless said term be sooner terminated as hereinafter provided.

The parties hereunto, each in consideration of the covenants of the other herein expressed (and the Lessee in consideration, further, of the above demise) do covenant unto and with each other as follows:

First. The Lessee covenants that it will pay to the Lessor as rent for the demised premises for and during the said term of Ninety-nine (99) years as follows: for the first ten (10) years of said term at the rate of Three Thousand (\$3000.00) Dollars per year net payable in quarterly installments, in advance, commencing on the first day of the term, of Seven Hundred Fifty (\$750.00) Dollars each, on the first day of each quarter year during said period of ten (10) years; for the second ten (10) years of said term at the rate of Three Thousand Three Hundred (\$3300.00) Dollars per year net payable in quarterly installments, in advance, commencing on the first day of said second ten (10) years, of Eight Hundred Twenty-five (\$825.00) Dollars each on the first day of each quarter year during said second ten (10) years of term; and for and during the remainder of said demised term at the rate of Three Thousand Six Hundred (\$3600.00) Dollars per year net payable in quarterly installments, in advance, commencing on the first day of the twenty-first (21st) year of said term, of Nine Hundred Dollars (\$900.00) each on the first day of each quarter year during the remainder of said term; all of which rent shall be paid in lawful gold coin of the United States of America, of present standard of weight and fineness to the Lessor (or at such place and to such person or bank on Omaha, Nebraska, as may be from time to time designated by the Lessor in writing) and acceptance by the Lessor at any time or times of any installment or installments of rent in any money other than such gold coin, shall not be a waiver or release of the right of the Lessor thereafter to insist upon and have the payments of all future installments of said rent made in gold coin as aforesaid; and any installments of rent, which shall not be paid when due, shall bear interest at the rate of seven (7) per centum per annum from the day when the same is payable by the terms of this lease until the same shall be paid.

Second. The Lessee further covenants and agrees to and with the Lessor to pay, TAXES, etc. as additional rent for said demised premises, promptly before the same become delinquent, and in the name of the Lessor, all water rates and all taxes, charges, liens, penalties, assessments, special taxes and assessments, and all other impositions, general and special, ordinary and extraordinary, of every kind and nature whatsoever (except inheritance and income taxes so called) which are now or may hereafter be during the life of this lease levied, imposed or assessed upon the land hereby demised, or upon any improvements at any time during the life of this lease situate upon said land, or any part thereof, or upon any interest of the Lessor or of the Lessee in and under this lease, or which the Lessor shall be required to pay by reason of, or on account of their interest, in said land or improvements, or their interest in or under this lease; it being understood that the first general taxes to be paid by the Lessee shall be the 1918 county and the 1919 city taxes and the last general taxes to be paid by the Lessee shall be the county taxes levied for the year A.D. 2017 and the city taxes levied for the year A.D. 2018. The lessee further covenants that it will pay every such tax, charge, lien, penalty, assessment, special tax or imposition in apt time to prevent the addition of any interest, or penalty thereto, and it will deliver to the Lessor (or to the person or bank to whom the said rent is payable) original or duplicate official

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receipts for every such tax, charge, lien, penalty, assessment, special tax and imposition, within thirty (30) days after the same becomes payable by the terms of this lease. The Lessee may at its own cost contest the validity of any tax, charge, lien, penalty, assessment, special tax or imposition levied and imposed on the demised premises, but before any such contest shall release and relieve the Lessee from this covenant to pay such tax, charge, lien, penalty, assessment, special tax or imposition before the same become delinquent, the Lessee shall give to the Lessor, a bond with surety or sureties acceptable to the Lessor and in such sum as the Lessor may fix, conditioned to save the Lessor and the demised premises free and harmless from said tax, charge, lien, penalty, assessment, special tax or imposition. The Lessor agrees that any and all rebates, refunds and recoveries on account of any such tax, etc, paid by the said Lessee under the provisions of this lease, shall belong to the Lessee, and that the Lessor will, upon the request of the Lessee, sign any receipts that may be necessary to secure the payment of any such rebate, refund or recovery, and will pay over to the Lessee any such rebate, refund or recovery received by the Lessor.

Third. The said Lessee further covenants and agrees to and with the Lessor, that it will at all times prior to the termination of this lease, and the delivery to the Lessor of the possession of the premises hereby demised, keep all improvements situated thereon insured, at its own cost and expense, against loss or damage by fire, wind, tornado and lightning in some insurance company or companies and in such insurance companies as may be approved by or be acceptable to the Lessor, to any amount equal to, but not exceeding, their full insurable value; that the policies of such insurance shall provide that the loss thereunder, if any, shall be paid to the Lessor.

The Lessee further covenants that it will deliver to the Lessor all such policies of insurance and all receipts for premiums paid thereon, promptly as, and when, such policies and receipts are respectively issued; that such policies of insurance shall be held by the Lessor as additional security for the satisfaction of the Lessee's obligations expressed in this lease. In case said Lessee shall at any time fail, refuse or neglect to keep insured the improvements upon the demised premises, as hereinbefore provided, the Lessor may secure or renew such insurance, but shall be under no obligation so to do; any cost or expense incurred by the Lessor in securing or renewing such insurance shall be repaid to the Lessor by the Lessee.

Fourth. The Lessee further covenants and agrees that it will at all times during the continuance of this lease, at its own expense, keep all improvements now on, or hereafter erected and placed on, said demised premises in good and safe repair and condition, so that the securities furnished by such improvements for the covenants and agreements herein contained shall not at any time be impaired or diminished.

Fifth. The Lessee further covenants that if the improvements now or at any time situated on the demised premises, or any part thereof, be injured, damaged or destroyed by fire or otherwise, during the life of this lease the Lessee will repair or rebuild the same, as the case may be, ready for occupancy within one year from this date of such injury or loss (and as much sooner as it reasonably can), in such manner that the building upon said demised premises after such repairing or rebuilding shall be at least equal in value to the building upon the demised premises prior to such injury or destruction, and shall be free and discharged from all liens of laborers, mechanics, or material men, and from all claims that might ripen into and become

RESTORATION
OF IMPROVEMENTS.

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liens on and against said demised premises.

It is further covenanted and agreed by and between the parties hereto, that if there shall be any expense, cost or fees connected with the collection or disbursement of any insurance moneys, all such expenses, costs and fees shall be paid by the Lessee; that the Lessor shall not be held responsible for the collection or non-collection of any such insurance, but only for such insurance money as shall come into their hands; that all insurance money collected on account of any loss, damage or destruction to or of the demised premises, occurring during the life of this lease, shall be paid out by the Lessor (but only so long as the Lessee is not in default in respect to any of its obligations under this lease) upon Lessee's architect's certificates for the cost and expense of repairing or rebuilding the improvements on said demised premises, but a sufficient amount of such insurance moneys shall be at all times retained by said Lessor to protect the Lessor and insure the complete restoration and rebuilding of said improvements in pursuance of, and in conformity with, the requirements of this lease; it being the true intent and meaning hereof that said Lessor shall retain at all times in their hands a sufficient amount of such insurance moneys to pay for the completion of the building, or the repairs thereof, in conformity with the requirements of this lease, and free from all liens of mechanics, laborers or material men, and from all claims that might ripen into and become liens on and against the demised premises. Upon the completion or repair of such building, free from actual or potential liens, any insurance moneys remaining in the hands of the Lessor, after deducting and paying to the Lessor all sums then due the Lessor under, or on account of, any of the Lessee's covenants and obligations in this lease, shall be paid over to the Lessee.

It is further covenanted and agreed that in the event the Lessee shall fail, refuse or neglect to proceed with such re-building or repairing within two months after the date of such loss or damage, or shall not re-build or repair said improvements in the manner and within the time in this lease specified, then and in either of such events the said Lessor is hereby authorized and empowered to keep and retain all such insurance moneys collected or to be collected by the Lessor as liquidated damages, hereby for convenience and to avoid litigation agreed upon as compensation for the loss and injury from such breach of the covenants in this lease contained in regard to such re-building and repairing.

If, however, the building shall be destroyed or damaged so near the end of the term of this lease that there shall not be ample time (which time shall not exceed one year) to repair or rebuild the same before the end of said term, then the insurance money on said building shall belong to the Lessor, and in such case the failure to rebuild or repair shall not cause a forfeiture of said household interest.

It is further covenanted and agreed that in no event shall any rent reserved in this lease abate on account of any injury, loss, damage or total destruction by fire, or otherwise, to or of the demised premises or the improvement, or any part thereof, at any time situate thereon.

SIXTH. The Lessee further agrees and covenants that it will keep all boilers
BOILER
INSURANCE. in and about the demised premises insured against accident in some responsible company or companies satisfactory to the Lessor, to the amount of Ten Thousand (\$10,000.00) Dollars, and elevator insurance in such sum as the Lessor may fix; and that it will deliver all such policies of insurance and all receipts for premiums and renewals thereof as, and when, issued to the Lessor. The Lessee further covenants that all such policies shall provide that the loss thereunder, if any, shall be paid to the Lessor, and that in case of

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damare or injure, within the meaning of any of said policies, to any improvements situated on the demised premises, all the provisions, conditions, covenants and agreements of every nature in paragraph five of this lease contained relating to the disposition of insurance moneys payable on account of any such injury, shall apply in like manner to any loss by accident or casualty and to moneys payable on account of such loss under casualty or accident policies of insurance.

The Lessee further covenants that it will provide liability insurance in such sum as the Lessor shall fix in some company or companies satisfactory to the Lessor to protect the Lessor from any loss or damage to person or property occupying, on, or about the demised premises for which the Lessor or the Lessor's interest in said premises might be liable and deliver such policies of insurance and all receipts for premiums and renewals thereof to the Lessor.

LESSOR'S
ADVANCES.

SEVENTH. The Lessee further covenants and agrees that if it shall at any time fail, refuse or neglect to satisfy promptly and fully any of its obligations under this lease, the Lessor may (but shall not be bound to) advance and pay any moneys necessary to make good such default of the Lessee; that if the Lessor, acting under the provisions of this "Seventh" paragraph, pay any rates, charges, taxes, assessments or other impositions, in this lease provided to be paid by the Lessee, or redeem said land and improvements or any part thereof from any tax sale made on account of any such rates, charges, taxes, assessments or other impositions, or purchase and cancel any tax title based on any such tax sale, the Lessor shall be under no obligations to inquire into the validity of any such rates, taxes, assessments, charges, or impositions, or of any such sale or tax title, provided, the Lessor shall not pay any tax, assessment, or charge the validity of which is being contested by the Lessee pursuant to the provisions of the "Second" paragraph of this lease, until after the final disposition of the litigation involving the validity of same. The Lessee further covenants that if the Lessor, acting under the provisions of this paragraph, advance moneys for insurance premiums, or renewals, the Lessor shall, in placing or renewing such insurance, be deemed to act as the agent of the Lessee, and shall not be responsible or liable to the Lessee in case any insurance company with whom any such insurance is placed or renewed fail to pay any money due on account of such insurance. The Lessee further covenants that any moneys advanced and paid by the Lessor under the provision of this "Seventh" paragraph, including reasonable expenses, shall be so much additional rent due from the Lessee at the next rent day after such payment and that the amount thereof with interest thereon at the rate of seven per cent (7 %) per annum from the date of the payment thereof by the Lessor until the repayment thereof to the Lessor by the Lessee, may be collected as so much additional rent either by suit or distress for rent, or in any other legal way.

NEW
BUILDING.

Eighth. It is further covenanted and agreed by and between the parties hereto, that the Lessee shall have the right and may, from time to time at its option and at any time during the term of this lease, erect a new building on said demised premises, and to that end and for that purpose, and not otherwise, may wreck, tear down and remove the existing building and improvements then on said premises, the said new building, in each instance, to be a completed building and not less in cost value and dimensions on the ground than the building and improvements wrecked and torn down to make room for the same; that all work and construction done on said demised premises, whether in the erection of a new building thereon or in remodelling, or repairing the

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existing improvements thereon, shall be in all things in strict accordance in construction and equipment with the requirements of the ordinances of the City of Omaha and the statutes of the State of Nebraska, in force and effect at the time of the doing of said work and construction, governing and regulating the construction and equipment of buildings; that the Lessee, before commencing the wrecking and tearing down of any existing building and improvements on the demised premises preparatory to the erection of a new building thereon, shall cause definite and complete plans and specifications of such proposed new building, and an estimate of the cost thereof, to be prepared and furnished to the Lessor, and all work and construction in and about the erection of such new building shall be done substantially in accordance with said plans and specifications and not otherwise; that said Lessee, before commencing to wreck and tear down any building or improvement on the demised premises preparatory to the erection of a new building thereon, shall furnish and deliver to the Lessor, a bond, with surety or sureties acceptable to the Lessor and in such reasonable sum as the Lessor may name, conditioned and obligating the Lessee and surety or sureties therein named to fully complete the said new building within eighteen months thereafter and to pay all claims due laborers and material men for labor performed and material furnished, and to pay all sums owing to contractors and sub-contractors, and to pay and discharge all mechanic's liens filed on or against said demised premises, in, for or on account of the erection of said new building, and to save the Lessor harmless from any loss or damage to owners of adjoining or adjacent lands by reason of the work and construction done by the Lessee in and about the construction of said new building, and to save and hold the Lessor harmless from all and every kind of damage or loss from or on account of accident or injury of any kind to persons or property by reason of or growing out of the work and construction done on said demised land in and about the erection of such new building.

It is understood and agreed, that the Lessee shall have the right to contest the validity and amount of any claim or alleged lien against the demised premises, whether such claim or alleged lien arises out of the erection of a new building thereon or the remodeling, alteration or repair of the existing building and improvements, on the same terms and conditions as to indemnifying the Lessor against such claim or alleged lien as is hereinbefore provided for the contesting by such Lessee of any tax, charge, lien, penalty, special tax or other imposition levied and assessed against said premises.

Other Liens. Eighth. A. The Lessee covenants that it will do nothing, and will suffer nothing to be done, by means of which, or as a direct or indirect consequence of which, any person shall ever become entitled to any lien (for or on account of any labor or material furnished for the improvement of the premises by this lease demised, or for or on account of any matter or thing whatsoever) upon the interest and estate of the Lessor in the premises hereby demised, or any lien which shall not be subsequent and subject to the lien herein reserved to the Lessor. It is expressly understood and agreed, and notice is hereby given that no contract, transfer, assignment, mortgage, trust deed, judgment, mechanic's or other lien, resulting from any act or omission of the Lessee, or otherwise, shall in any manner or degree affect the title or interest of the Lessor in the demised premises or the improvements situated thereon.

SINKING FUND. Ninth. The Lessee further covenants and agrees with the Lessor that, in order to provide a permanent sinking fund to offset the depreciation of the buildings and improvements on said demised premises and to secure the Lessor from loss by reason of such depreciation, it will on the first day of the term of this lease deposit with the Lessor the sum of Five Hundred (\$500.00) Dollars and annually, thereafter on the first day of each year of the term

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of this lease up to and including the twentieth year thereof, but not thereafter, deposit a like sum with the Lessor, all moneys so deposited with the Lessor, together with all interest accruing thereon, shall be promptly invested and reinvested at interest, payable semi-annually in such manner and form as may be mutually agreed upon by the Lessor and Lessee, and the said funds, investments and accumulations thereof shall be kept intact and inviolate until the full expiration of the first twenty years of the term of this lease, unless the option to purchase said demised premises hereinafter extended to the Lessee be exercised by said Lessee, at which time said fund, investments, and accumulations thereof shall pass to and become the property of and be paid over and delivered to the then owner of the fee of said demised premises, provided, that if this lease be terminated, or cancelled for any reason prior to the full expiration of such first twenty years of said term, then and in such case all moneys, investments and accumulations thereof then in and comprising said fund shall pass to and become the property of, and be paid over and delivered to, the owner of the fee of said demised premises at the time of such termination and cancellation; provided, further, that if the Lessee exercise the option to purchase said premises hereinafter extended to said Lessee and actually purchase said demised premises, pursuant to and under said option, of the Lessor, then and in such case, all moneys, investments and accumulations thereof then in and comprising said fund shall pass to and become the property of and be paid over and delivered to, the Lessee, it being the true intent and meaning of the parties hereto that the right to said fund and all accumulations thereof shall follow the legal title to the fee to said demised premises.

USE OF PREMISES: TENTH. The Lessee further covenants and agrees to and with the Lessor, that the said premises and building thereon during the term of this lease, will be occupied and used only for lawful purposes; that it will not use or suffer or permit any person to use the demised premises, or any improvements of any kind situate thereon, for any use or purpose in violation of any statute, law or ordinance, then in force in the state of Nebraska or the city of Omaha, or for any purpose which may reasonably be regarded as partaking of the nature of a public or private nuisance; and that said demised premises and every part thereof, and the areas, side-walks, street and alley adjacent thereto, shall be kept by the lessee, at his own expense, in a safe, clean and wholesome condition, and in condition conformable to the lawful requirements of all competent public authorities in that behalf, and that the Lessor shall be kept by the Lessee, harmless and indemnified at all times from and against (1) any and all liens and charges of any and every nature and kind, which may at any time be established against the demised premises, or any part thereof, as a consequence, direct or indirect, of the existence of the Lessee's interest under this lease; (2) any and all liability loss, cost, damage or expense (including attorney's fees) (a) on account of, or through, the use of the demised premises, or any part thereof, by the lessee or by any person whosoever, for any immoral, or illegal purpose, or for any other purpose inconsistent with the provisions of this lease; (b) arising out of, or directly or indirectly due to any failure of the lessee in any respect promptly and fully to satisfy its obligations under this lease; (c) arising out of or directly or indirectly due to any accident or other occurrence happening at any time prior to the redelivery of possession to the lessor, and causing injury to any person or property and resulting from the condition or use of the demised premises, or any part thereof, or from any act or thing done thereon. (d) for which the said demised premises, or any part thereof, or the lessor as owner thereof, may at any time without their fault become liable; and (e) especially, (but not exclusively), any

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such liability, loss, cost, damage or expense arising out of the provisions of any ordinance or statute, or any municipal or governmental regulation.

ELEVENTH. It is covenanted and agreed by and between the parties hereto, that ALTERATIONS, ADDITIONS, etc. at any time during the life of this lease, the lessee may make any changes, alterations, and additions in or upon the improvements situated on said demised premises, which will not in any way substantially impair or diminish the value thereof.

TWELFTH. The lessee further covenants and agrees to and with the lessor, that if default shall at any time be made by the lessee in the payment of rent, when due, as aforesaid, for the space of thirty days after any installment thereof becomes due and payable, as aforesaid, or if default shall be made in the covenant respecting assignments, or in the covenant of insurance, or in the covenant respecting the payment of taxes, etc, or in the covenant for improvements or for repairs, or in any of the other covenants herein contained to be kept, observed and performed by the lessee, and such default shall continue thirty days after notice thereof in writing to the lessee, it shall and may be lawful for the lessor, at their election, to declare the said term ended, and the said demised premises or any part thereof, either with or without process of law, to re-enter and the lessee and every other person or persons occupying or being upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to re-possess and enjoy as in their first and former estate.

THIRTEENTH. The lessee hereby waives any demand for the possession of said premises in the event of a forfeiture of this lease for the breach of any of the covenants herein contained, or any notice of the act of the lessor in declaring said demised term at an end, or this lease determined, except as follows, namely; the written notice of default hereinbefore provided for, shall be left or mailed by the lessor to such address as shall have been last furnished in writing by the lessee to the lessor, and the receipt thereof acknowledged by the lessor; and if the lessee shall not so furnish the address above specified, then and thereupon such notice shall be conspicuously posted for ten (10) consecutive days at the main entrance to, or in front of, the premises demised by this lease, and the giving of such notice in any of the ways above specified, shall constitute a good and sufficient notice for the purpose of declaring a forfeiture of this lease under the terms and provisions thereof. It is, however, understood and agreed that if, pursuant to the provisions of this lease, the lessee shall, at any time, by mortgage or deed of trust, convey the leasehold interest herein demised, and the lessor has been notified of such conveyance in writing, no forfeiture provided for herein, shall affect the interest of such mortgagee or trustee, or the parties secured by such mortgage or such deed, unless notice shall be given to such mortgagee or trustee in the manner and for the same length of time as is above provided for in the case of the lessee.

FOURTEENTH. It is further covenanted and agreed by and between the parties hereto, that in no case shall the lessor be liable, under any expressed or implied covenant of this lease, for any damages whatsoever to said lessee, beyond the rent reserved by this lease accruing after the act or breach of covenant for which damages may be sought to be recovered against said lessor; and that, in the event that said lessee shall be ousted from the possession of the whole or any part of said premises by reason of any defect in the title of said lessor, the rent

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provided in and by this lease, shall be abated in the proportion that the rental value of the part from which the lessee shall be ousted, bears to the rental value of the whole of the premises hereby demised; and that said lessor shall not incur any liability by such ouster, beyond the loss of rent while said lessee is so deprived of the possession of said premises.

FIFTEENTH. It is further covenanted and agreed by and between the parties hereto, that neither the lessor nor the lessee will at any time during the life of this lease, consent in writing or otherwise, to the use or occupation by any corporation or other person of any street or alley upon which the demised premises abut, without the other party hereto joining in such consent; it being agreed that in all cases whereby law the consent or petition of the owner of the property in question is required for any purpose whatsoever, the joint consent of the lessor and lessee shall be necessary, provided, the lessee shall have the right and power to sign all petition and consents for ordinary street improvements, the cost of which when assessed against the premises, is to be paid by the lessee.

SIXTEENTH. The lessee further covenants and agrees to and with the lessor, that in case the lessor shall, without any fault on their part, be made party to any litigation by reason of, or under this lease in said demised premises, excepting, however, any litigation growing out of any defect or alleged defect in the title of said lessor to the demised premises, then the lessee shall and will pay all expenses (including court costs and attorney fees), incurred by, or imposed on, the lessor by or in connection with such litigation, and that the lessee shall and will also pay all expenses (including court costs and attorney fees) which may be incurred by or against the lessor, in enforcing the covenants and agreements of this lease. The lessee further covenants that if the lessor is compelled in the first instance to pay any such expense, they shall have the right to recover from the lessee all amounts so paid, together with interest thereon at the rate of seven per centum per annum from the respective date of payment thereof until recovery, in any manner in this lease or otherwise by law provided for the recovery of moneys due from the lessee to the lessor.

SEVENTEENTH. The lessee covenants that the lessor may, at any reasonable time or times, enter upon said demised premises for the purpose of examining the same, or for the purpose of making any necessary or proper repairs thereon, in case the lessee shall, at any time, fail promptly to perform his covenants to repair expressed in this lease. The lessee further covenants that no waiver by the lessor of the prompt and full satisfaction according to the terms of this lease, of any of the lessee's obligations hereunder, shall be a waiver of any succeeding breach of the same or of any other of its said obligations. The lessee further covenants that the rights and remedies of the lessor under this lease shall be cumulative and that no one right or remedy shall be exclusive of any other right of remedy provided for in this lease or otherwise allowed by law.

ASSIGNMENT. EIGHTEENTH. It is further covenanted and agreed by and between the parties hereto, that this lease shall not be assigned, sold, or transferred by the lessee, without the consent in writing of the lessor thereto, which consent the lessor shall not unreasonably withhold, and if pursuant to any consent so given by the lessor this lease is sold, assigned and transferred by the lessee, the said assignment, sale and transfer shall be evidenced by an instrument in writing, duly executed under seal, and acknowledged by

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the assignee and duly recorded in the office of the register of deeds of Douglas County, Nebraska wherein and whereby the assignee shall expressly accept and assume all the terms and covenants in this lease contained, to be kept and performed by the lessee, and shall bind himself his heirs and legal representatives and assigns, promptly and faithfully to satisfy all the lessee's obligations under this lease, and any such assignment shall be without prejudice to the right of the lessor to retain and hold all moneys, securities, insurance policies and proceeds thereof, in like manner and subject to the same conditions as though such assignment had not been made; and the lessee covenants and agrees that it will not make any assignment of this lease, except in the manner and upon the conditions above set forth.

And it is further covenanted and agreed by and between the parties hereto, that in the event that any assignment shall be made, after complying with the conditions hereinafter set forth. and in the manner hereinbefore set forth, the assignee shall be subject to the same terms and conditions as to future assignments, and to all covenants, agreements, provisions and conditions contained in this lease; and the lessee herein so assigning and conveying, shall thereafter and thereby be forever released and discharged from this lease and from the agreements and covenants in this lease contained; provided said assignment shall have been made to carry into effect, an absolute and bona fide sale of said lessee's interest in said premises.

It is however covenanted and agreed by and between the parties hereto, that the lessee may at any time hereafter, convey the leasehold estate hereby created in said demised premises, by way of mortgage or deed of trust, to any responsible person or corporation as mortgagee or trustee, as security for money actually borrowed, but such mortgage or deed of trust shall be made and shall be expressly subject to the rights of the lessor herein; and it is expressly understood and agreed, that the mortgagee or trustee in any such mortgage or deed of trust conveying the leasehold estate hereby created, shall not be liable to the lessor as assignee of this lease, but that any person or persons acquiring title to the lease hold estate by foreclosure of any such mortgage or deed of trust, shall be liable to the lessor as assignee or assignees of this lease.

NINETEENTH. It is covenanted and agreed by and between the lessor and lessee, REVERSION that if the lessee fails to exercise the option to purchase as herein provided, and OF IMPROVEMENTS. the demised premises are not purchased from the lessor by the lessee pursuant to said option, then the title and ownership of all buildings and improvements erected and placed on the demised premises, by the lessee, at any time during the term of this lease, shall revert to and vest in the lessor, theirs heirs and assigns, without any compensation whatever to the lessee.

AND THE LESSEE covenants and agrees, failing to exercise its option of purchase, that at the expiration of this lease, according to its terms, to-wit: on the 31st day of August A.D. 2017, or sooner if this lease be terminated in any other manner than by the full expiration of said term, it will convey all of said buildings and improvements to the lessor by a good and sufficient title of conveyance, and will immediately surrender, yield and deliver up peaceably, the above described premises in as good condition as when the same were entered upon by the lessee and any and all buildings or improvements thereon in good and perfect condition, ordinary wear and tear, depreciation and decay, excepted. It being, however, duly understood and agreed by and between the parties hereto, and it is a condition of this lease, that all buildings and improvements and fixtures upon said premises at the expiration of said demised term, or upon said premises at the time of the termination of this lease for any cause or in any manner other than the full expiration of the term of the demise, shall, at and upon the date of the expiration of said demised term, or the date of the termination of this lease, re

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vert to and become the exclusive property of, and be vested in the lessor without any such deed of conveyance from the lessee to the lessor.

OPTION TO PURCHASE. TWENTIETH. It is further covenanted and agreed by and between the lessor and the lessee that said lessee shall have the right, at its option, at any time during the first ten years of the term of this lease, to purchase the lessor's title and interest in the land and property demised by this lease, for the sum of Fifty Thousand Dollars (\$50,000.00) cash, in lawful gold coin of the United States of America of present and standard of weight and fineness, and like right and option at any time during the second ten years of the term of this lease, to purchase the lessor's title and interest in the land and property demised by this lease for the sum of Fifty-five Thousand Dollars (\$55,000.00) cash of lawful gold coin of the United States of America of present standard of weight and fineness; and in the event said lessee exercises its said right and option to purchase the lessor will, upon payment of the full consideration price therefor in gold coin as aforesaid, make, execute and deliver to the lessee, a good and sufficient warranty deed to the premises so purchased, with abstract showing a merchantable title free and clear of all liens and incumbrances, except those which, by the terms of this lease, are to be paid by the lessee; and any rents paid in advance at the time of said purchase, shall be adjusted as of the date of such purchase, and so much thereof as is rent for time subsequent to such purchase, shall be refunded to said lessee.

COVENANTS RUN WITH THE LAND. TWENTY-ONE. It is further covenanted and agreed by and between the parties hereto, that all the covenants, agreements, conditions and undertakings in this lease contained, shall extend to and be binding upon the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land.

It is further mutually covenanted and agreed that any act or notice by the terms of this lease required to be done or given by either party may with equal effect be done or given by the duly authorized agent or attorney of that party.

NO WAIVER BY AGENTS. TWENTY-SECOND. It is mutually covenanted and agreed by and between the parties hereto, that none of the covenants, agreements, conditions or provisions herein contained, shall be waived, lost, released, modified or abandoned by any act of any collector, employe or agent of the lessor, nor in any manner except only by some action of the lessor evidenced in writing.

PRIOR LIENS. TWENTY-THIRD. The lessee signs and accepts this lease subject to all existing leases in, on and to the demised premises, and included in the list of tenants furnished the lessee by the lessor as provided in the demise of this lease, and agrees to accept possession of said demised premises subject to said leases, and said lessee shall be entitled to all rents and incomes accruing from and under the leases now existing in and on said premises accruing from and after the date hereof.

EXISTING MORTGAGE. TWENTY-FOURTH. It is understood that there exists a mortgage on said premises, given by the lessors to The Conservative Savings & Loan Association of the City of Omaha, and the said lessors agree to make all payments on principal and interest as the same shall become due, and to fully comply with each and every term of said mortgage and the obligation which the same secures.

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It being further understood that the said lessors may use any policy or policies of insurance written in, on or about said premises and furnished by the lessee under the terms of this lease and which may be required by the mortgagee to be deposited with it under the terms of said mortgage.

It is further understood and agreed that in case of default in the payment of any installment of the principal or interest, or in complying with any other provision of the terms of said mortgage or obligation secured thereby, by the lessors, that thereupon the lessee shall have the right to make such payment or payments of interest or principal, or or any other expenditure necessary to make good such default of the lessors, and any money or moneys so expended, together with interest thereon at the rate of seven (7%) per cent per annum from the date so expended, shall be credited upon rent or rentals next due and unpaid under the terms of this lease.

IN WITNESS WHEREOF, the said Lucian B. Johnson and Mary Olive Johnson, his wife, and Payne & Slater Company, a corporation, have hereunto set their hands and seals on the day and year first above written.

In Presence of

W.H.Herdman

Lucian B. Johnson,

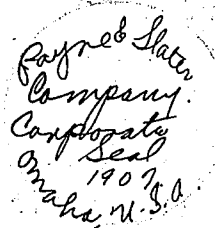
Mary Olive Johnson,

Attest. Edward M. Slater

Payne & Slater Company

Secy.

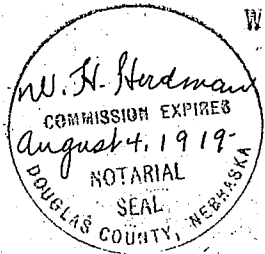
By Henry B. Payne, President.



State of Nebraska, :
County of Douglas. :ss.

I, W. H. Herdman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lucian B. Johnson and Mary Olive Johnson, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they executed and delivered said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of dower and homestead.

Witness my hand and notarial seal on this 15th day of August, 1918.



W. H. Herdman,

Notary Public.

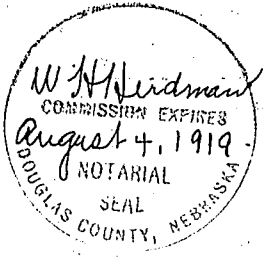
State of Nebraska,)
County of Douglas.)SS

I, W. H. Herdman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Henry B. Payne and Edward M. Slater, who signed the foregoing instrument for and in behalf of Payne & Slater Company, as President and Secretary thereof respectively, who are personally known to me to be the identical persons executing such signature, and said officers of said company, and severally acknowledge that they executed and delivered the foregoing instrument as their voluntary act and deed, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

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30000 - K-B PRINTING CO., OMAHA.

Witness my hand and notarial seal on this 15th day of August, 1918.



W. H. Herdman,

Notary Public.

State of Nebraska,)
Douglas County.)

Entered on Numerical Index and filed for record in the
Register of Deeds Office of said County, the 15th day
of August, 1918, at 4.15 o'clock P.M.

Harry Pearce,

Register of Deeds,

Compared by R&M

1. Land Contract.

Mary Gitter

to

William Luebben.

} THIS AGREEMENT, Made the 5th day of August, A.D. 1918, between
} Mary Gitter, unmarried, party of the first part, and William Luebben
} party of the second part.

WITNESSETH, That said party of the first part agrees to sell and convey to said party of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Douglas and State of Nebraska, to wit: The North forty (40) feet of Lot Fourteen (14) Block Three (3) in Boulevard Park addition to the city of Omaha as surveyed, platted and recorded. Subject to installments of paving taxes not yet dilenquent. All other regular and special taxes paid in full.

Said party of the second part agree to purchase said real estate from said party of the first part, and to pay to her as the purchase price for the same, the sum of Thirty three hundred fifty (\$3350.00) Dollars, in payment as follows; One thousand (\$1000.00) Dollars, in cash, the receipt of which is hereby acknowledged and the balance at the rate of \$27.50 per month beginning on the first day of September 1918 and due on the first day of each and every month thereafter until fully paid.

It is understood that party of the second part shall have the privilege of using \$500.00 of the above cash payment to apply as monthly payments in case of sickness or other unavoidable circumstances. The intention being however to pay out this contract as rapidly as possible and privilege also allowed to make larger payments than mentioned in this contract. Monthly payments to include both interest and principal.

All of said deferred payments bear interest at the rate of 6.6 per cent per annum, payable monthly from date until due, and thereafter at the rate of ten per cent per annum until paid.

Said party of the second part agrees to pay all taxes and assessments levied against said premises, including the taxes for the county year 1918 and subsequent taxes, before the same become delinquent, and to keep the buildings, if any, on said premises, insured against fire and tornado in the sum of not less than \$2500.00, in favor of said party of the first part.

But if said sum of money, or any part thereof, or any interest thereon be not paid when the same is due or if the taxes and assessments of every nature which are assessed or