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Fitzgerald Home Brown & Ruby, attys

C. D. No. 41438-2

LC No. 1016

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

THE OLIVER CORPORATION

Dated November 1, 1955.

Covering parcel of land
in
Douglas County, Nebraska.

10-7-55

36-15-12

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

That, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of the sum of Thirty-four Thousand Nine Hundred Eighty Dollars (\$34,980.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto THE OLIVER CORPORATION, a corporation of the State of Delaware, Grantee, the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

All that part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, bounded and described as follows, to wit:

Beginning at a point 33 feet north and 433 feet east of the southwest corner of said Section 36;
thence north on a line parallel with the west line of said section, 530 feet;
thence east on a line parallel with the south line of said section, 330 feet;
thence south on a line parallel with the west line of said section, 530 feet;
thence west 330 feet to place of beginning;
containing an area of 4.0 acres, more or less.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns.

This conveyance is made subject to taxes as follows:

All general taxes and all assessments and all installments of assessments levied or assessed upon or against the premises hereinbefore described which became or may become due and payable in the year 1955 shall be prorated as of the date hereof between the Grantor and the Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and in-

installments of assessments applicable to the period subsequent to the date of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said date.

The above described property is conveyed by the Grantor subject to the following covenants, conditions and restrictions which the Grantee, by the acceptance of this deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

1. All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the Grantor. The roof of each such building shall be of fire-resistive material, and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.

2. The Grantee, its successors and assigns, shall not, without the prior written consent of the Grantor, construct or permit the construction of any railroad track upon the said premises and no railroad company other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of the said premises without the permission in writing of the Grantor.

3. Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.

4. All buildings or structures erected upon the premises hereinbefore described shall be set back at least fifty (50) feet from the north line of "F" Street.

Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed and a breach of any one of them or the continuance thereof may, at the option of the Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on said premises made

in good faith and for value; PROVIDED, however, that any breach or the continuance thereof may be enjoined, abated or remedied by proper proceedings as aforesaid, and PROVIDED FURTHER that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said premises, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations and other provisions, the above described premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, and the said Grantor, for itself, and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that it is lawfully seized of said premises, that they are free from encumbrances, except as hereinbefore set out, and that it has good right and lawful authority to sell the same, and that it will and its successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever, except as aforesaid.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909 of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby said Bankers Trust Company became successor to said The Mercantile Trust Company as Trustee of said mortgage; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said Grantee, for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said Grantee;

NOW, THEREFORE, Know All Men By These Presents, that the said BANKERS TRUST COMPANY, Trustee under the afore-

said mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said The Oliver Corporation, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage;

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said The Oliver Corporation, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustees without covenant or warranty, express or implied, and without recourse against them, or either of them, in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, the said BANKERS TRUST COMPANY, Trustee under said mortgage deed of July 1, 1897, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1,

1940, each has caused this deed to be duly executed on its part this 1st day of November, 1955.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

Arthur

[Signature]

Vice President

Attest:

Ab. [Signature]

(Seal)
Secretary

In Presence of:

[Signature]

BANKERS TRUST COMPANY, Trustee,

By [Signature]

ASSISTANT Vice President

Attest:

[Signature] (Seal)
Assistant Secretary

In Presence of:

THE CHASE MANHATTAN BANK,
Trustee,

[Signature]

By [Signature]

Vice President

Attest:

[Signature] (Seal)
Assistant Secretary



STATE OF NEW YORK)
) ss
 COUNTY OF NEW YORK)

On this 1ST day of November, 1955,

before me, a Notary Public in and for said County, in the
 State aforesaid, personally appeared L. J. TRACY

to me personally known, and to me personally known to be

Vice President of UNION PACIFIC

RAILROAD COMPANY, and to be the same person whose name is

subscribed to the foregoing instrument, and who, being by me

duly sworn, did say that he is Vice President

of Union Pacific Railroad Company; that the seal affixed to

said instrument is the corporate seal of said corporation;

and that said instrument was signed and sealed on behalf of

said corporation by authority of its Board of Directors;

and the said L. J. TRACY acknowledged said

instrument to be his free and voluntary act and deed, and the

free and voluntary act and deed of said corporation, by it

voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
 official seal the day and year last above written.

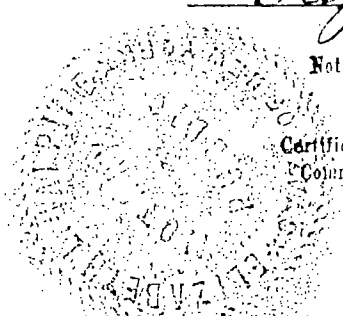
My commission expires March 30, 1956

(Seal)

Elizabeth L. Galpine

ELIZABETH L. GALPINE
 Notary Public, State of New York
 No. 21-015173

Qualified in Kings County
 Certificate Filed in N.Y. Co. Clerk's Office
 Commission Expires March 30, 1956



STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 3rd day of NOVEMBER, 1955,

before me, a Notary Public in and for said County in the State
aforesaid, personally appeared G. R. INCE,

to me personally known, and to me personally known to be
ASSISTANT Vice President of the BANKERS TRUST COMPANY,

and to be the same person whose name is subscribed to the
foregoing instrument, and who, being by me duly sworn, did
say that he is ASSISTANT Vice President of Bankers Trust
Company; that the seal affixed to said instrument is the
corporate seal of said corporation; and that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors; and the said

G. R. INCE acknowledged said instrument to be
his free and voluntary act and deed, and the free and
voluntary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

My commission expires March 30 1957.

(Seal)

Arthur E. ...
ARTHUR E. ...
NOTARY PUBLIC, ...
No. 4860 ...
Qualified in ...
Certificate filed in ...
Term Expires March 30, 1957

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

On this 7th day of November, 1935,

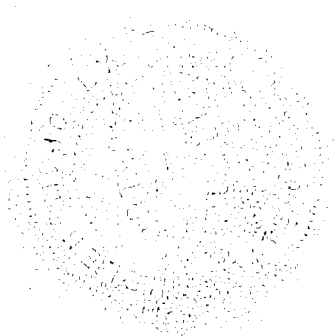
before me, a Notary Public in and for said County in the State aforesaid, personally appeared J. E. WILLIAMS, to me personally known, and to me personally known to be a Vice President of THE CHASE MANHATTAN BANK, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a Vice President of The Chase Manhattan Bank; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said J. E. WILLIAMS acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires MAR 30 1957

Richard M. Jowly
Notary Public

(Seal)



HELEN M. JOWLY
Notary Public, State of New York
No. 28,000-00
Qualified in New York County
Certificate filed with New York County Clerk
Commission Expires March 30, 1957

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