BOOK 1587 MGE 613

MASTER DEED AND DECLARATION

CREATING

SWANSON TOWERS

. CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION, made this 107 day of 1978, by Creative Land Investments. Inc., a Nebraska corporation (hereinafter called "Developer"), for itself, its successors, grantees and assigns.

WITNESSETH:

I. PURPOSE AND NAME.

The purpose of this Master Deed is to submit the lands described herein and the improvements built thereon (hereinafter referred to as the "Property"), to the condominium form of ownership in the manner provided by Sections 76-801 through 76-824, R.R.S. Nebraska, and the name by which this condominium is to be identified is Swanson Towers Condominium Property Regime (or sometimes herein called "Condominium Regime").

II. PROPERTY SUBMITTED.

The lands owned by the Developer which are hereby submitted to the Condominium Regime are described as follows:

Lots 8, 9, 10, 11, 12, 13, and 14, Inclusive, Indian Hills Village, an Addition to the City of Omaha, Douglas County, Nebraska.

III. DEFINITIONS.

Except as hereinafter provided, the definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed, and the By-Laws of the Condominium Regime.

IV. DESCRIPTION OF REGIME.

The Condominium Regime will consist of one (1) building which has six (6) stories above the ground floor, a basement, and a subbasement, and contains sixty-nine (69) apartments, which may only be used for residential purposes. The Condominium Regime will also include automobile garages, parking areas, gardens and landscaping, tennis courts, and swimming pool. The total ground floor area of the building, including indoor garages, aggregates 174,988 square feet and the total land area aggregates 198,839 square feet. Said building and improvements together with their location on the land

BOOK 1587 MGE 614

and the area and location of each apartment are more particularly described in building plans which are attached hereto, marked Exhibit "A", and by this reference made a part hereof.

V. APARTMENT AND APARTMENT DIMENSIONS.

The word "apartment" shall mean and include the area measured horizontally to the back side of the dry wall on all exterior walls or common walls, and vertically from the top of the concrete floor which constitutes the floor level upon which the unit is located to the back side of the dry wall of the ceiling of such unit. The word "apartment" shall also mean and include screening, window glass, hall doors, and exterior doors (includeing the glass sliding doors) of the apartment.

VI. GENERAL COMMON ELEMENTS.

The general common elements are described as follows:

- (a) The land on which the building stands including all of the surrounding lands embraced within the legal description set forth in Paragraph II. above;
- (b) Swimming pool and deck area with the necessary appurtenances;
 - (c) Tennis courts with the necessary appurtenances;
 - (d) All foundations, columns, girders, beams and supports;
- (e) All exterior walls of the building except that the exterior screening, window glass, storm diers, and exterior doors of each apartment shall not be common elements;
- (f) All walls and partitions separating apartments from corridors, elevator shafts, stairs, trash rooms and trash chutes, and other mechanical equipment spaces; the block work of all walls and partitions separating units and containing block work; all concrete floors and concrete ceilings;
- (g) Roofs, halls, corridors, lobbies, stairs, stairways, elevator shafts, and entrances to and exits from the building:
- (h) The basement, subbasement, yards, gardens, utility building, recreational or community facilities, mail rooms, management office, restrooms, and other areas used in connection therewith, parking and driveway areas, walks, and all parts of the Property and improvements which are not located within the interior of the apartments as shown on the attached plans, Exhibit "A";
- (i) All space devoted to the lodging or use of the persons employed in connection with the operation of the Condominium Regime:

BOOK 1587 MCE 615

- (j) All central and appurtenant installations for sorvices such as power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), television antenna system, mechanical rooms and all other mechanical equipment spaces;
- (k) All elevators, tanks, pumps, motors, fans, compressors, and control equipment;
- (1) All sanitary drainage pipes and all storm drainage pipes;
 - (m) All garage space, fan rooms, and laundry rooms;
- (n) Exterior water taps which may be used by the Association, as later defined herein, for watering and maintenance of common areas;
- (o) All other parts of the Condominium Regime and all apparatus and installations existing in the building or on the Property for common use or necessary or convenient to the existence, maintenance, or safety of the Condominium Regime.

VII. LIMITED COMMON ELEMENTS.

The limited common elements are described as follows:

- (a) Storage areas which are located throughout the building, each apartment having an easement for the exclusive use of the storage area designated for that apartment by a number which corresponds to the apartment number. The apartment and corresponding storage areas are set forth in the attached building plans, marked Exhibit "A.".
- (b) All balconies, decks, and pation delineated on the attached plans, Exhibit "A", as appurtenant to the apartment.

VIII. REPAIR OF EXTERIOR APPURTENANT TO APARTMENT.

Each owner of an apartment shall be responsible for the repair, maintenance and replacement of all screening, window and door glass, hall doors, exterior doors (including glass sliding doors) and storm doors which are appirtenant to said owner's apartment. If any owner fails to repair, maintain, paint, finish or replace the above items as set for h in this Master Deed and the By-Laws attached hereto as Exhibit "B", the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefore against the co-owner and his apartment in like manner as the delinquent assessment for common element expanse.

The total value of the entire Condominium Regime is \$2,868,520.00, and the basic value of each apartment in the Condominium Regime; the area of each apartment; the percentage which each apartment shall share in the expenses of, and the rights in, common elements; and the votes each unit owner(s) is entitled to in the Swanson Towers Association, Inc., are as follows:

APARTMENT NUMBER	BASIC VALUE	AREA (SQ. FT.)	PER- CENTAGE	VOTES
121	\$41,088	1,833.97	1.432	1,432
1A2	41,088	1,833.97	1.432	1,432
1 B3	22,672	858.45	.790	790
LAA	41,088	1,833.97	1.432	1,432
LA5	41,088	1,833.97	1.432	1,432
186	22,672	858.40	.790	790
1A7	41,856	1,868.26	1.459	1,459
1A8	46,216	2,063.10	1.611	1,611
lal0	55,184	2,463.33	1.924	1,924
1211	46,856	2,091.77	1.635	1,635
1812	15,864	600.69	553	553
2Al	42,552	1,833.97	1.483	1,483
2A2	42,552	1,833.97	1.482	1,:23
2B3	23,352	858.49	.814	814
2A4	42,552	1,833.97	1.483	1,483
2 2 5	42,552	1,833.97	1.483	1,483
2B6	23,352	858.49	.814	814
2A7	43,344	1,868.26	1.511	1,511
2A8	42,552	1,833.97	1.483	1,483
2B9	23,352	858.49	.814	614
2 A10	42,552	1,833.97	1.483	1,483

BOOK 1587 PAGE 617

APARTMENT NUMBER	BASIC VALUE	AREA (SQ. FT.)	PER- CENTAGE	VOTES
2A11	\$42,552	1,833.97	1.483	1,483
2B12	23,352	858.49	.814	814
3A1	44,016	1,833.97	1.534	1,534
3A2	44,016	1,833.97	1.534	1,534
3B3	24,040	35 8.49	.838	838
3A4	44,916	1,833.97	1.534	1,534
3A 5	44,016	1,833.97	1.534	1,534
3B6	24,040	858.49	.838	838
3A7	44,016	1,833.97	1.534	1,534
3A8	44,016	1,833 97	1.534	1,534
3B9	24,040	858.49	.838	858
3A10	44,016	1,833.97	1.534	1,534
3A11	44,016	1,833.97	1.534	1,534
3B12	24,040	858.49	.838	838
4Ai	45,488	1,833.97	1.585	1,585
4A2	45,488	1,833.97	1.585	1,585
4 B3	24,000	600.69	.837	837
4A4	51,880	2,091.77	1.809	1,809
4A5	45,488	1,833.97	1.585	1,585
4B6	24,728	858.49	.862	862
4A7	45,488	1,833.97	1.585	1,585
4 A8	45,488	1,833.97	1.585	1,585
4 B9	24,728	858.49	.862	862
4A10	45,488	1,833.97	1.585	1,585
4A11	45,488	1,833.97	1.585	1,585

DOOK 1587 MCE 618

APARTMENT TUNBER	BASIC VALUE	AREA (SQ. FT.)	PER- CENTAGE	Vote s
*4B12	\$24,728	858.49	.862	862
5A1	46,952	1,833.97	1.637	1,637
5a2	46,952	1,833.97	1.637	1,637
58 3	25,416	858.49	.886	886
524	46,952	1,833.97	1.637	1,637
5A 5	46,952	1,833.97	1.637	1,637
5B6	25,416	858.49	.886	886
5A7	46,952	1,833.97	1.637	1,637
5A8	62,328	2,423.66	2.173	2,173
5 A 10	53,552	2,091.77	1.877	1,877
5a 11	46,952	1,833.97	1.638	1,638
5B12	25,416	858.49	. 386	886
6-1	91,232	3,081.93	3.180	3,180
6-2	71,368	2,410.86	2.488	2,488
6-3	54,288	1,833.97	1.893	1,893
6-4	54,288	1,833.97	1.893	1,893
6~5	81,136	2,741.06	2.828	2,828
6-6	55,304	1,868.26	1.928	1,928
6-7	67,480	2,230.77	2.362	2,302
6-8	54,288	1,833.97	1.893	1,893
6-9	12,640	476.00	.491	491
1-1	25,600	804.00	.892	892
1-2	60,000	2,976.47	2.092	2,092

DOOK 1587 PAGE 619

X. COVENANTS, CONDITIONS AND RESTRICTIONS.

The following covenants, conditions and restrictions relating to this Condominium Regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the Condominium Regime, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

- (a) Swanson Towers Association, Inc. ("Association"), which is a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the Condominium Regime. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association, and as the same shall be amended from time to time, are also the By-Laws of this Condominium Regime.
- (b) The general common elements are for the use and enjoyment of all co-owners. The limited common elements to which an apartment has sole access shall be for the exclusive use of the owner of said apartment.
- The ownership of the common elements, both general (c) and limited, shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The phrase "common elements" used in this Master Deed shall include both general and limited common elements unless otherwise specified. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility of making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in a common element is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten 10) dafter the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the Assessments paid within ten 10) days highest legal interest rate at which individuals may contract from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon co-owner's interest in his apartment and in the property, as defined in 76-817 of R.R.S. Nebraska, 1943, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amounts shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.
 - (d) Each co-owner shall be responsible:
 - (1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

1587 PAGE 620

- (2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building, unless approved by the Association in writing.
- (3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.
- (e) Each apartment shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. No apartment may be subdivided into a smaller unit or any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.
- (f) No practice or use shall be permitted on the Condominium Regime or in any apartment which shall be an annoyance to other co-owners or residences of the area or which shall interfere with their peaceful use and enjoyment of their apartment. All portions of the Condominium Regime and the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.
- (g) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five (5) days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lesses. The above provisions regarding notice of transfer shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.
- (h) Unless a greater number is required by law, co-owners representing two-thirds (2/3) or more of the total basic value of the Condominium Regime may at any time in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County. Nebraska, effect an amendment to the By-Laws which are attached hereto and as the same may have been amended; and unless a greater number is required by law, and, except as provided in Paragraphs XII (a) and (b), co-owners representing three-fourths (3/4) or more of the total basic value of the Condominium Regime may in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, effect an alteration, deletion of amendment to this Master Deed, and as the same may have been amended subject to Paragraph XVIII. below; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.
 - (i) This Condominium Regime may be terminated or waived by written agreement of co-owners representing three-fourths (3/4) or more of the total basic value of the Condominium Regime and by all lienholders of record; which agreement shall be acknowledged and recorded in the office of the Register of Deeds of Douglas County,

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Mebraska, and termination shall be effective as of recording date.

Pollowing termination, the Property may be judicially partitioned and sold upon the petition of any co-owner, but if co-owners representing three-fourths (3/4) of the total basic value of the Condominium Regime agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the Property be sold or otherwise disposed of without the prior termination or waiver of the Condominium Regime, unless sale or disposition is approved in writing by co-owners representing one hundred percent (100%) of the total basic value of the Condominium Regime and by the holders of all mortgages of record covering any apartments within the Condominium Regime. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the Condominium Regime.

- (j) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view and approved in writing by the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation, restriction and assessment as may be determined by the Association. The Association shall further regulate and restrict, as it deems necessary, the use of recreational areas, storage areas, and any other matters which the Association deems proper for the continued use and enjoyment of all of the co-owners.
- (k) All notices required hereby shall be in writing and sent by certified or registered mail-return receipt requested:
 - (1) To a co-owner at his last-known address on the books of the Association.
 - (2) To the Condominium Regime or the Association at the registered office of the Association.
- (1) Developer reserves the right to use any apartments owned by it as models and closing facilities until completion of sales by Developer of all apartments in the condominium.

XI. SEPARATE TAXATION.

Developer shall give written notice to the County Assessor of Douglas County, Nebraska, of the creation of the Condominium Regime so each apartment in the Condominium Regime, including the

BOOK 1587 MGE 622

undivided interest in the common elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

XII. RESERVATION IN DEVELOPER.

- (a) The Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Condominium Regime and for the best interests of all of the apartment owners in the Condominium Regime, including Developer, in order to serve the entire Condominium Regime, and to supplement or amend this Master Deed, or as amended, or the attached By-Laws, or as amended, until December 31, 1981, or until Developer releases control of the Association, or upon the sale by Developer of the 50th apartment unit, whichever first occurs.
- is the owner of any unsold apartments, to change the size or layout or the price or terms of sale of any such apartments. No change in the price of an apartment, however, will vary the percentage of interest in the common elements for that apartment in the Condominium Regime unless such change in price results from a change in the number of rooms contained in such apartment as a result of adding a room or rooms from another apartment, or of taking a room or rooms and adding such room or rooms to another apartment, in either of which events the percentage of interest in the common elements of both such apartments thereafter will equal the aggregate estimated common charges and percentage of interest in the common element of both such apartments prior to the change. The Developer will at its sole expense record and file any and all amendments to the Master Deed and plans required by reason of a change in the size or layout of an apartment as provided in this Paragraph XII(b). Provided, however, amendments to the Master Deed by the provisions of this Pparagraph XII(b) shall not be subject to the provisions of Paragraph XVIII, hereof nor is the vote of three-fourths (3/4) of the apartment owners required.

XIII. APARTMENT 1-2

On January 1, 1979, or at such time as Developer releases control of the Association, or upon the sale by Developer of the 50th apartment unit, whichever first occurs, Developer shall convey Apartment 1-2 to the Swanson Towers Association, Inc., for One Dollar (\$1.00). As an apartment owner, the Association shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time.

XIV. EASEMENTS.

Easements are hereby reserved and granted from and to Developer and each owner of an apartment unit for encroachment if any part of an apartment unit encroaches upon any other unit or the

BOOK 1587 PAGE 623

common elements or if any such encroachment shall hereafter occur due to the settling or shifting of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each apartment for the performance and repairs upon the common elements and for emergency repairs to any part of the apartment.

XV. PIPE, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENTS.

Each apartment cwner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Administrators of the Association shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the condominism building.

XVI. APARTMENTS SUBJECT TO MASTER DEED, BY-LAWS, AND RULES AND REGULATIONS.

All present and future owners, tenants and occupants of apartments shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

XVII. ALTERATIONS AND TRANSFER OF INTERESTS.

The common element appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartments affected, expressed in an amendment to this Master Deed duly recorded. The common element and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

BOCK 1587 PAGE 624

IVIII. AMENDMENT OF MASTER DEED.

After December 31, 1981, or upon the sale by Developer of the 50th unit, or at such time as Developer releases control of the Swanson Towers Association, Inc., whichever first occurs, this Master Deed may be amended by the vote of three-fourths (3/4) or more of the total basic value of the Condominium Regime, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the office of the Register of Deeds of Douglas County, Nebraska.

XIX. INVALIDITY.

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

XX. WAIVER.

No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

XXI. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

XXII. GENDER.

The use of the masculine gender in this Master Deed and Declaration shall be deemed to include the femine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

EXECUTED the date first above written.

CREATIVE LAND INVESTMENTS, INC., a Nebraska corporation

By Mu J

President

ATTEST:

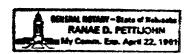
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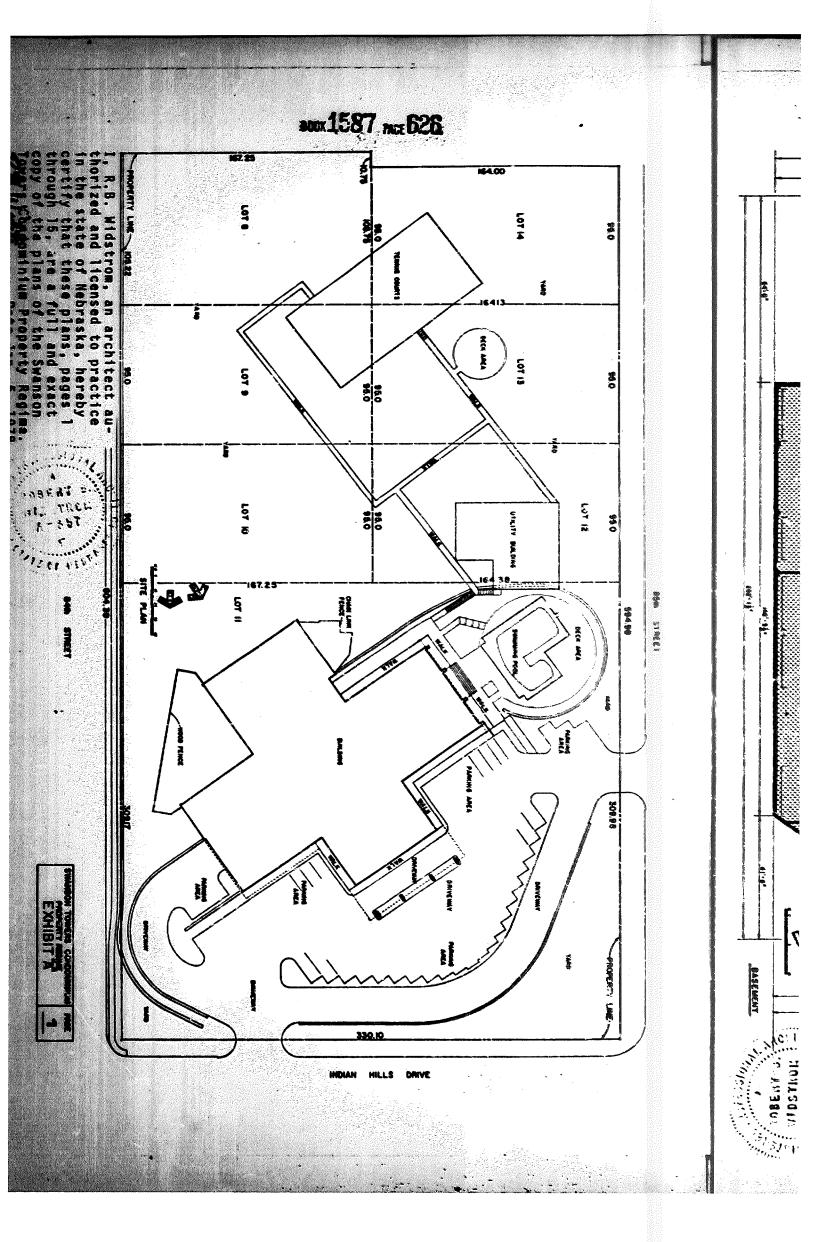
STATE OF NEBRASKA) BOOK 1587 PAGE 625 COUNTY OF DOUGLAS)

On this 10 day of Maniate . 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn L. Buck, President of Creative Land Investments, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

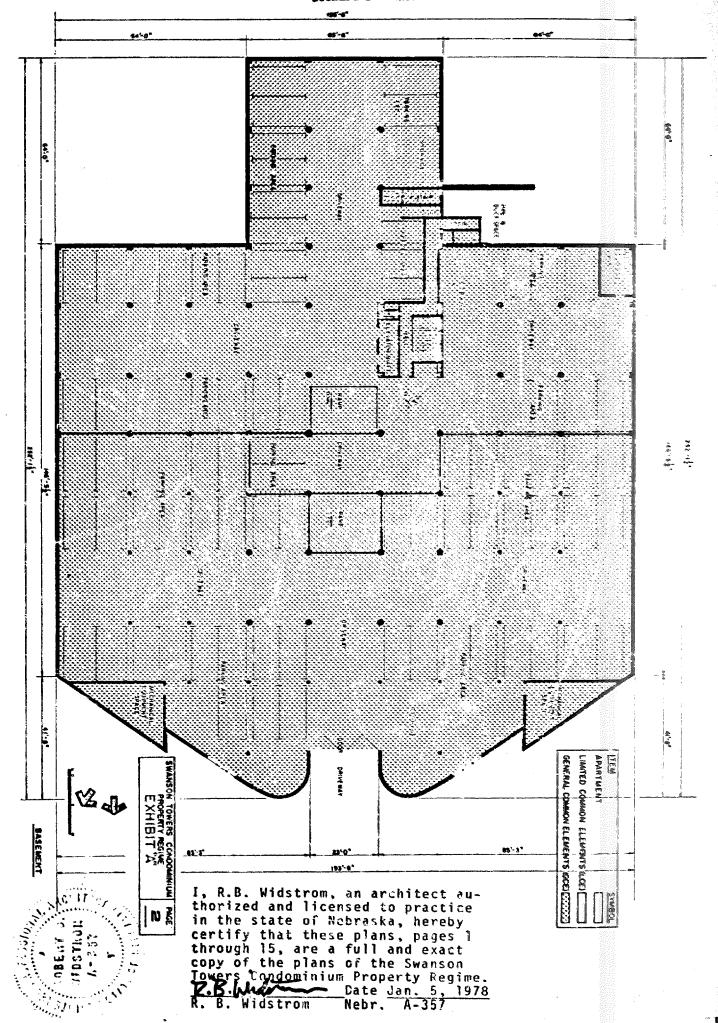
Witness my hand and notarial seal the day and year last above written.

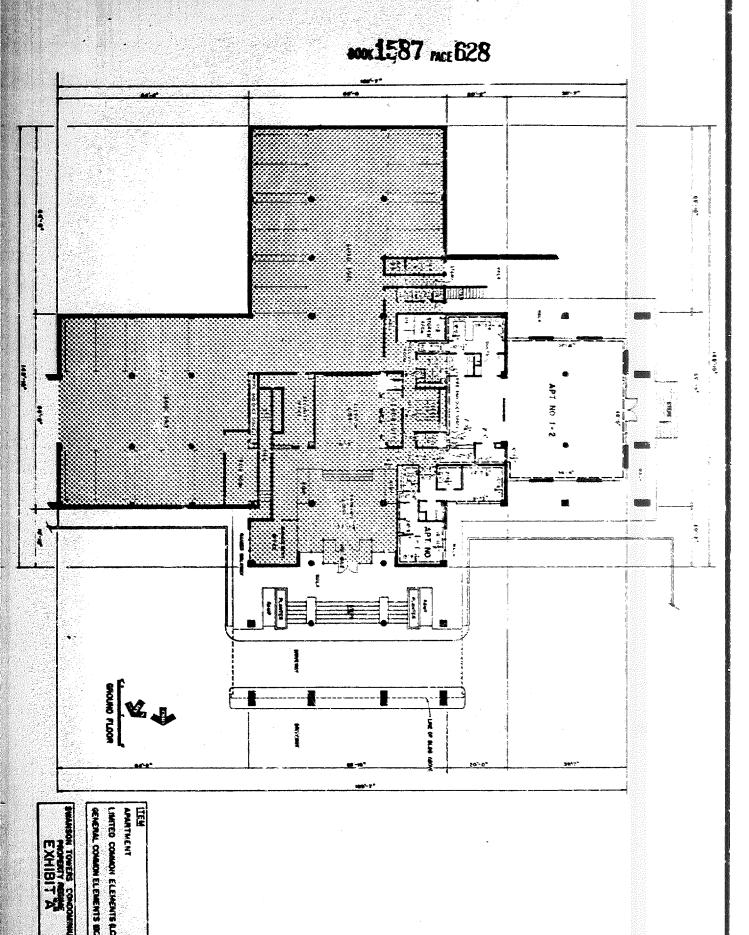


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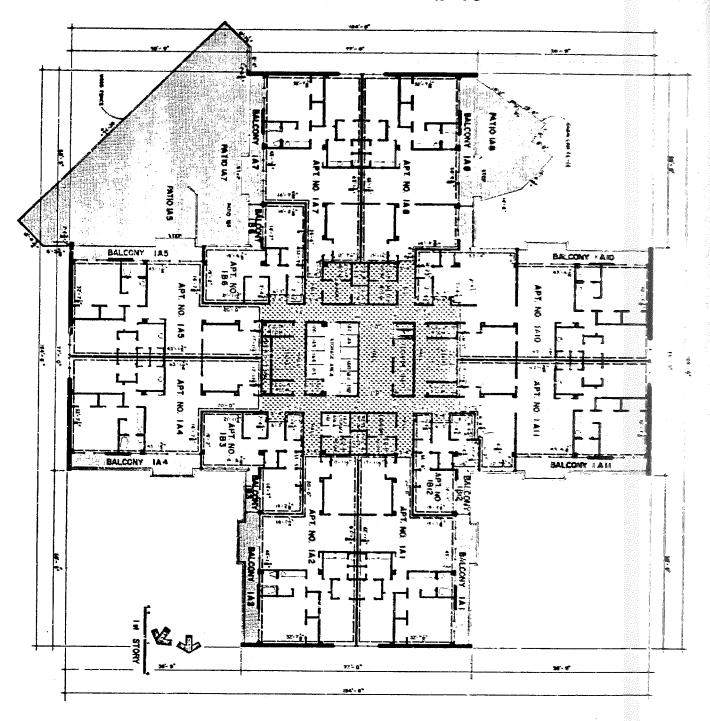


I, R.B. Widstrom, an architect authorized and licensed to practice in the state of Nebraska, hereby certify that these plans, pages lathrough 15, are a full and exact copy of the plans of the Swanson Lovers, Condominium Property Regime.

Date Jan. 5, 1978

R. B. Widstrom Nebr. A-357

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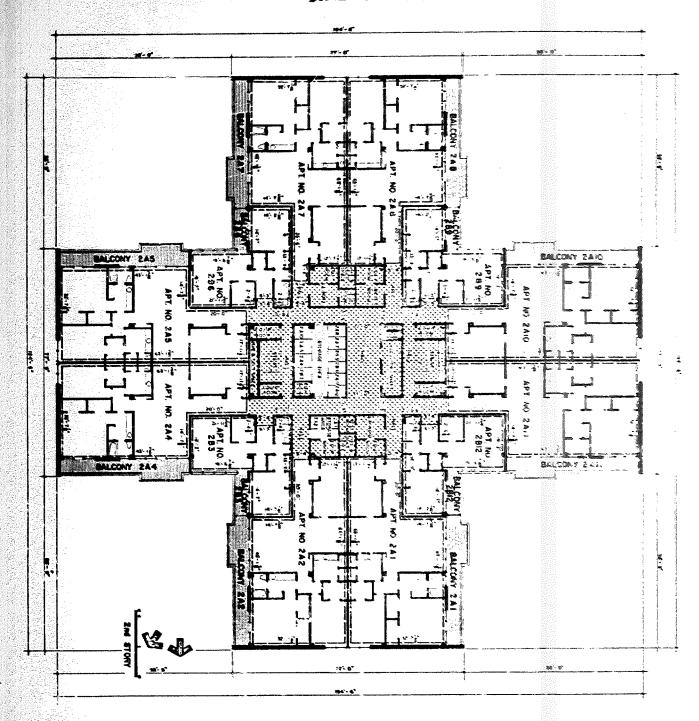
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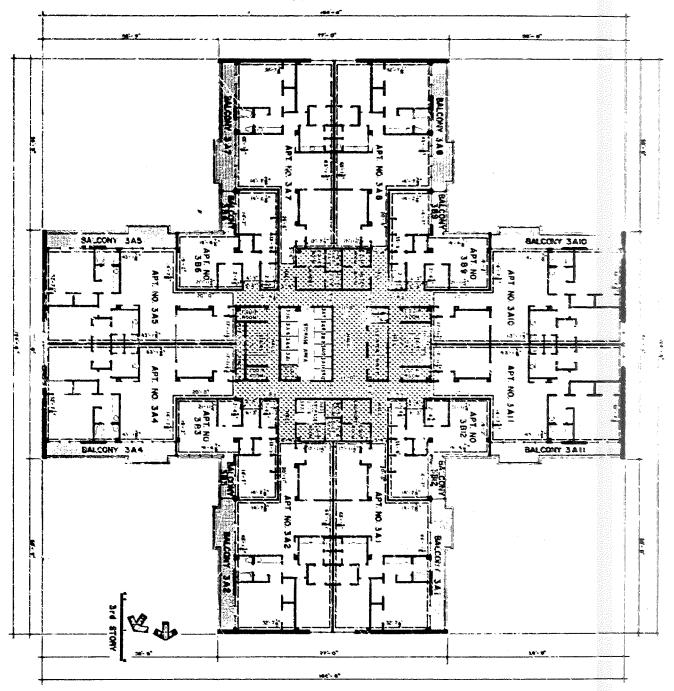
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R. B. Widstrom Nebr. A-357

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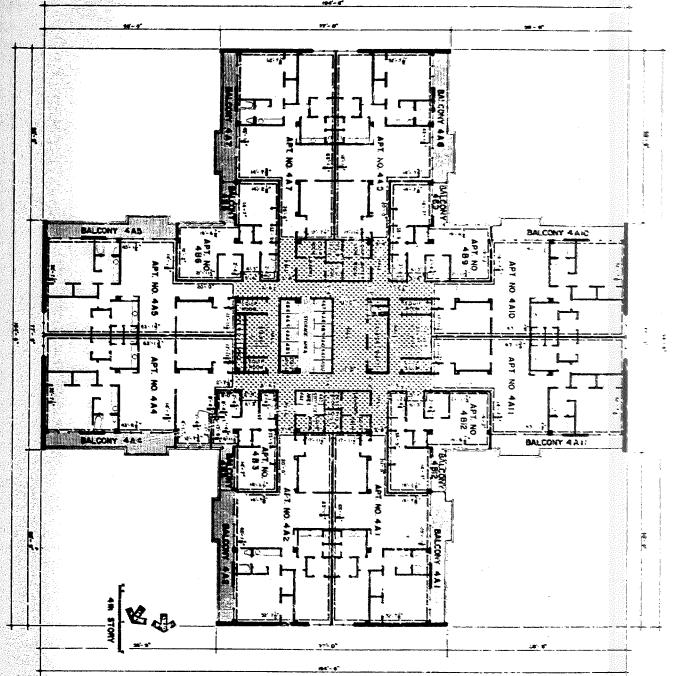
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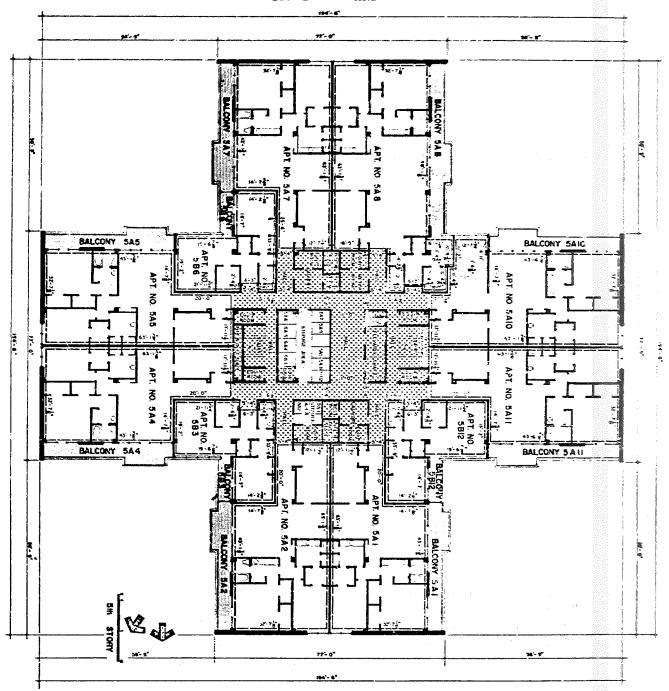


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Date Jan. 5, 1978
R. B. Widstrom Nebr. A-357

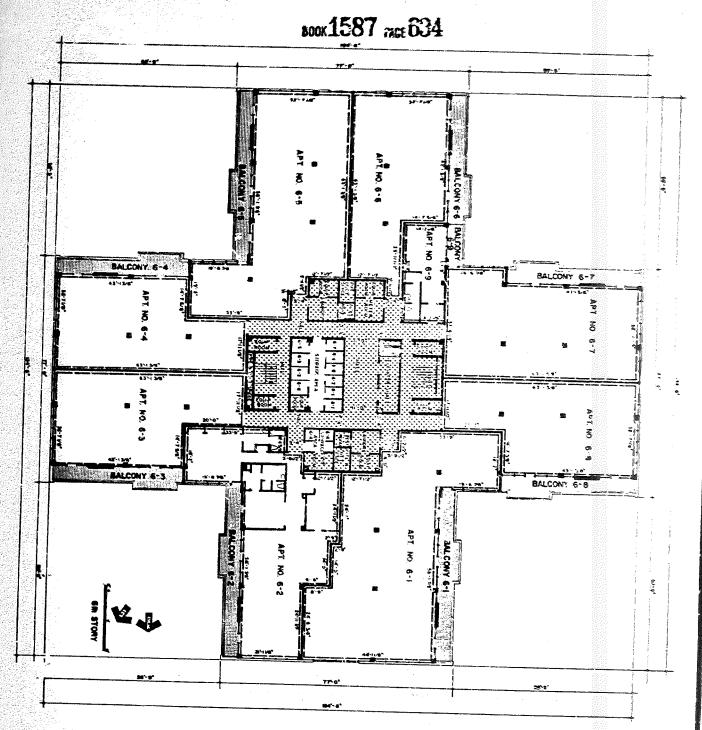
EXIJENT A



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o g	ELECTRICAL LA L

I, R.B. Widstrom, an architect authorized and licensed to practice in the state of Nebraska, hereby certify that these plans, pages i through 15, are a full and exact copy of the plans of the Swanson Towers Condominium Property Regime.

Date Jan. 5, 1978
R. B. Widstrom Nebr. A-357



LIMITED COMMON ELEMENTS (LCE)

SWANSON TOWERS CONDOMINUM

PROPERTY RESINE

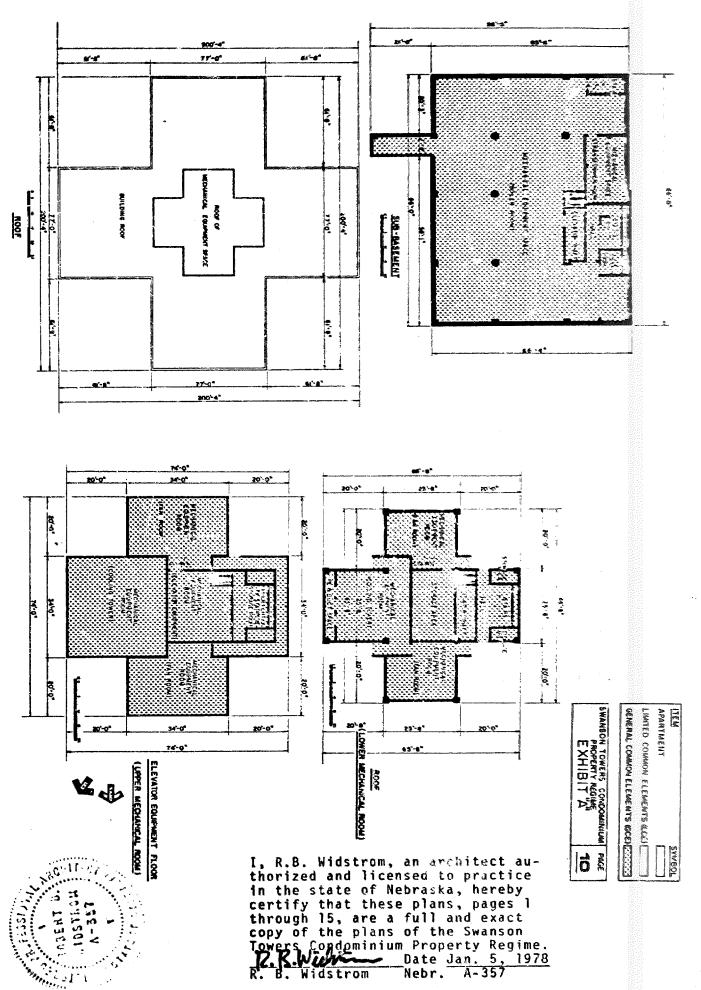
EXHIBIT A

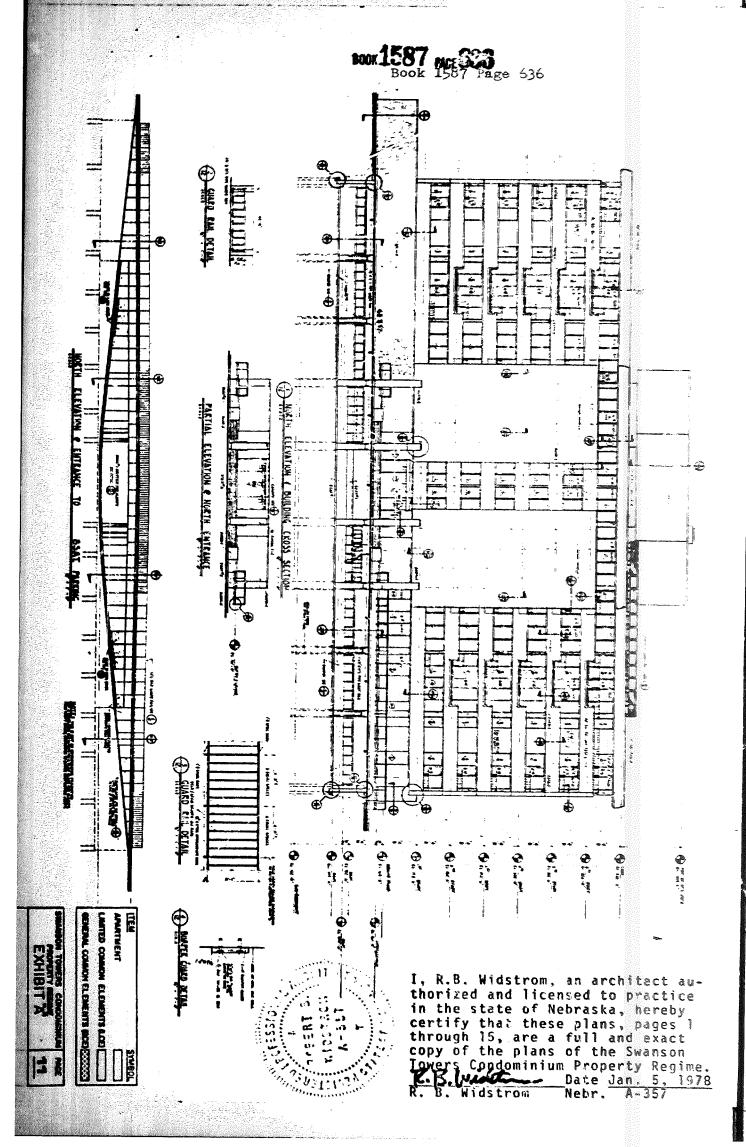
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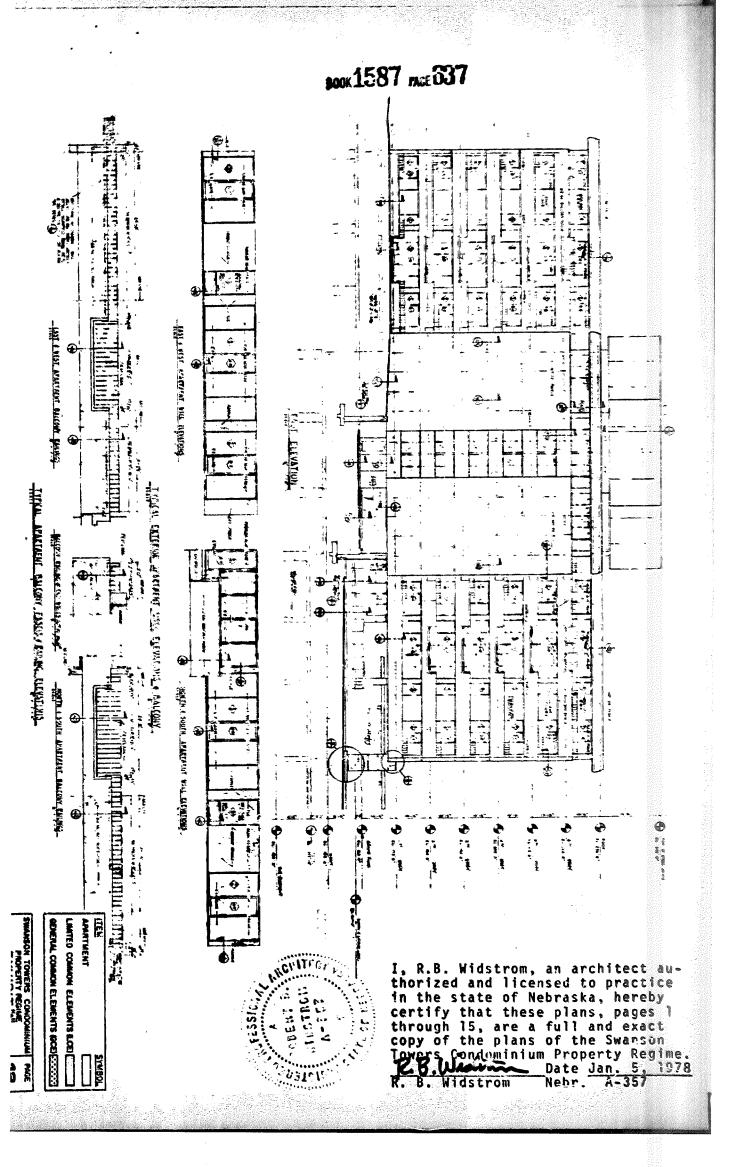
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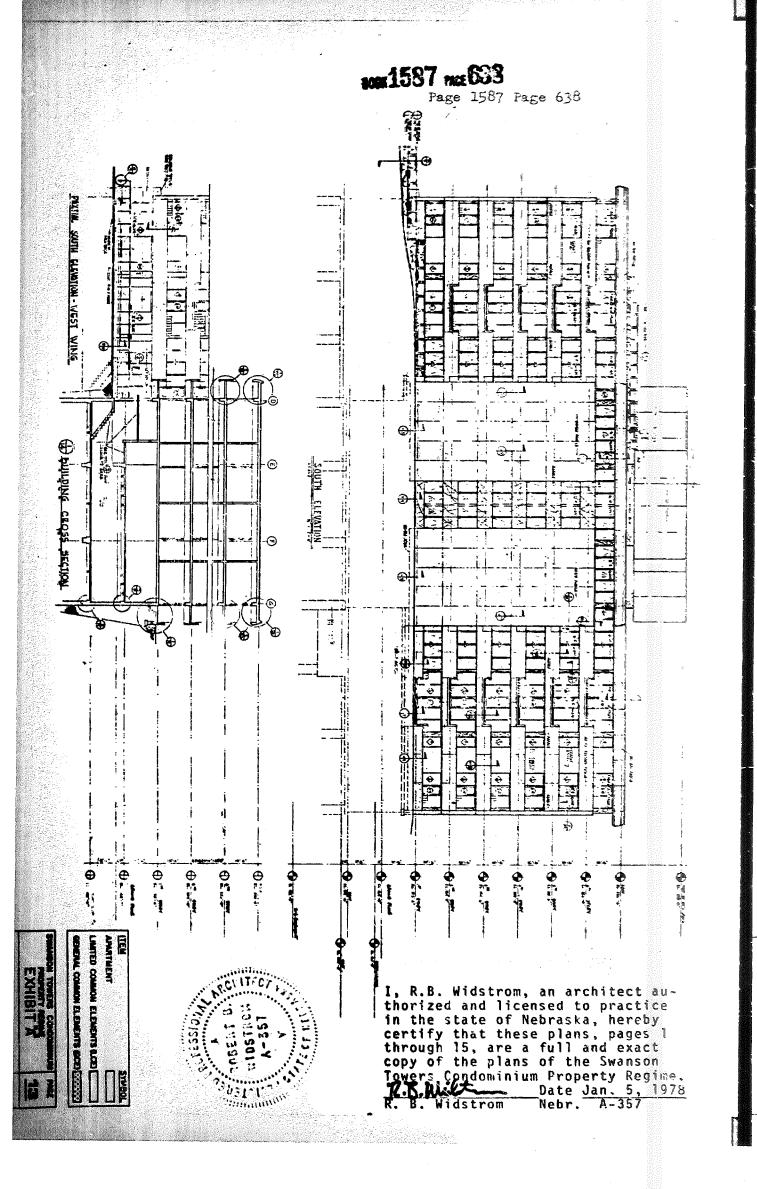
R. Walton Date Jan. 5, 1978
R. B. Widstrom Nebr. A-357

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