

WARRANTY DEED

THIS INDENTURE was made on the 3 day of May, 1946 by and between E. W. NASH BUILDING COMPANY, a corporation organized and existing under the laws of the State of Nebraska and formerly named Burgess-Nash Building Company, hereinafter referred to as the Grantor, and MAJOR REALTY, INC., a Nebraska corporation, hereinafter referred to as the Grantee.

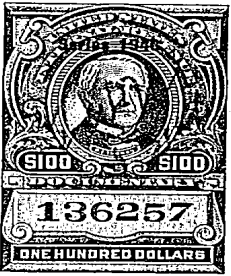
The Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the Grantee, the following described premises located in Douglas County, State of Nebraska, to-wit:

Lots One (1) and Two (2), and the East One-Half of Lot Three (3), Block One Hundred Twenty-four (124), Original City of Omaha,

together with all the Tenements, Hereditaments and Appurtenances thereunto belonging, but subject, however, to the following liens, conditions and reservations:

1) The property is being conveyed subject to the last half of the 1945 County and State and 1946 City Taxes.

2) The property is being conveyed subject to the reservation of an easement in perpetuity to the Grantor, its successors and assigns, to maintain and repair and replace any steam, water pipes and/or meters which are used to service the building located at 9th and Farnam Streets now occupied by McKesson & Robbins, Inc., in substantially their present location, it being understood, however, that if the property conveyed is destroyed by fire or otherwise demolished, or if McKesson & Robbins, Inc. exercises the option on or before September 30, 1954 set forth in an agreement dated October 6, 1944 by and between Grantor and McKesson & Robbins, Inc. without requiring an assignment of this reserved easement, or in the event McKesson & Robbins, Inc. install their own heating plant and releases the Grantor from any obligation to furnish heat, then this reserved easement shall terminate.



3) The property is being conveyed subject to existing Party Wall Agreements, if any, of record, and subject to the right of lateral support of the bridges running north and south between the property being conveyed and the building now occupied by McKesson & Robbins, Inc., it being understood, however, that if the property being conveyed is destroyed by fire or otherwise demolished, then such right of lateral support shall terminate.

4) The property is further conveyed subject to any existing agreements with Brandeis Investment Company with reference to the use of the freight lift and the connecting passageway located at the southwest corner of the East One-Half of Lot Three (3).

TO HAVE AND TO HOLD the premises above described subject to the matters hereinbefore set out, unto the Grantee, its successors and assigns, forever, and said Grantor, for itself and its successors, does hereby covenant and agree with the Grantee and its successors and assigns, that at the time of the execution and delivery of this conveyance, it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from liens and encumbrances except as above set forth, and does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its corporate seal to be affixed and this instrument of conveyance to be signed by its Vice President and attested by its Secretary, on the day and year first above written.

Witnesses:

R. L. Fraser

R. L. Fraser

E. W. NASH BUILDING COMPANY

By

E. W. Nash
Vice President

Attest:

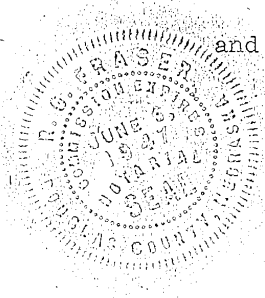
V. V. McMillan
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

On the 31 day of May, 1946, before me a Notary Public in and for said County and State, personally came

E. B. Crofoot, personally known to me to be the Vice President of E. W. Nash Building Company and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said E. W. Nash Building Company, and that the corporate seal was thereunto affixed by its authority.

WITNESS my hand and Notarial Seal on the date
and year first above written.



R. D. Fraser

Notary Public

CERTIFIED COPY OF RESOLUTION

"RESOLVED, that the sale of the Smith Building located at 9th and Douglas Streets, to-wit, Lots One (1) and Two (2), and the East One-Half of Lot Three (3), Block 124, Original City of Omaha, Douglas County, Nebraska, for \$167,040.00, is hereby authorized and approved.

"BE IT FURTHER RESOLVED, that E. B. Crofoot, Vice President, and V. V. McMillin, Secretary, are authorized and instructed to execute a deed for and on behalf of the corporation conveying said real estate, and to affix the corporate seal thereto, and to deliver the same to the purchaser."

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I, V. V. McMillin, Secretary of E. W. Nash Building Company, do certify that the above is a true and correct copy of a resolution duly passed at a special meeting of the Board of Directors of said corporation held on the 27th day of May, 1946, as the same appears in the minute book of the corporation, and that said resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my name and the corporate seal of the corporation at Omaha, Nebraska, on the 29th day of May, 1946.


V. V. McMillin
Secretary

16.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
31 DAY May 1946 AT 11:35 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 2.10