

Miscellaneous Record No. 35

I. Agreement. }
 Randall K. Brown) : WHEREAS, Randall K. Brown, and Max Rosenthal, both of Omaha, Nebraska, have this day executed, acknowledged and delivered duplicate leases, }
 & }
 Max Rosenthal.) wherein and whereby said Brown has leased to said Rosenthal and said Rosenthal has leased from said Brown the West one-half (W.½) of Lot Four (4) in Block One Hundred and twenty (120) in Omaha, Douglas County, Nebraska, for the period of ten (10) years commencing on the first day of June, 1916, and ending on the thirty-first day of May, 1926;

AND WHEREAS said Rosenthal desires to secure from said Brown the option of a new lease of said premises for the period of Ninety-nine (99) years commencing at the expiration of said ten year lease first above mentioned;

NOW THEREFORE, this agreement WITNESSETH:

That said Brown and said Rosenthal have this day executed and acknowledged a lease for ninety-nine years in duplicate and have placed the same in the possession and keeping of the Omaha Safe Deposit Company of Omaha, Nebraska, upon the understanding and agreement that one of such duplicates shall be delivered by said company to said Brown and one to said Rosenthal on the first day of June, 1926, in the event and only in the event that said Rosenthal shall in all respects and in every particular during said entire period of ten years have complied with and fully, completely and promptly performed each and every condition and agreement in said ten year lease contained and to be by him complied with and performed.

It is further agreed by and between the parties hereto that said Rosenthal need not call for the delivery of said ninety-nine year lease unless he desires so to do, and in that event shall on or before the first day of January, 1926, notify in writing said Company of his election not to accept the same and in that event such leases shall be absolutely null and void. And likewise, and in the event that said Rosenthal has failed, neglected or refused to comply with the condition above set forth, said Brown may notify in writing said Company not to deliver either of said leases to said Rosenthal and said leases shall thereupon be and remain absolutely null and void.

In case said leases are not delivered to said parties, as heretofore provided for, said leases shall be cancelled by said Company.

It is further agreed between the parties hereto that this option is personal to said Rosenthal and shall not be assigned or transferred by or through him, directly or indirectly, without the consent in writing of said Brown, and that any such assignment or transfer, if attempted, shall be absolutely null and void.

It is further agreed that, in case said Rosenthal elects to call for the delivery of and to accept said ninety-nine year lease, said Brown shall deliver said property to said Rosenthal with a good and merchantable title in said Brown and with said premises free and clear of all encumbrances suffered or created by him.

WITNESS our hands in triplicate this 31st day of May, 1916, at Omaha, Nebraska.

Signed in presence of:

P. B. Green

Randall K. Brown

L. D. Spalding

Max Rosenthal

We have received the two duplicate ninety-nine (99) year leases above mentioned and we agree to keep the same safely and to deliver or destroy the same in accordance with the terms of the foregoing agreement signed by Randall K. Brown and Max Rosenthal.

Witness our hand and seal in triplicate this 6th day of June, 1916, in Omaha, Nebraska.

Signed in presence of:

L. B. Sturgeon.

OMAHA SAFE DEPOSIT COMPANY

By L. D. Spalding,
 Secretary.

Miscellaneous Record No. 35

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 June, A. D. 1916, at 11.45 o'clock A. M.

Harry Pearce,
Register of Deeds.

Compared by, P&O

2. Affidavit.

Harry F. Pruce }
to }
Whom it may concern.)

State of Iowa,)
Pottawattamie County.) SS.

I, The undersigned being first sworn on oath depose and state that I was acquainted with Arthur W. Bond during the years 1902-3 and 4. That he was alive during the said years and was a non-resident of the State of Nebraska.

Harry F. Pruce,



Sworn to before me and subscribed in my presence this 27 day of May, 1916.

E. A. Lathrop
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 12th day of June, A. D. 1916, at 10.50 o'clock A. M.

Harry Pearce,
Register of Deeds.

Compared by, P&O

3. Agreement

Metropolitan Water District }
of the City of Omaha }

&

||

Agreement between the Metropolitan Water District of the City of Omaha, party of the first part, for good and valuable consideration, agrees with Clifton L. Rodstrom, party of the second part, that a license, privilege or permit shall be granted to the party of the second part, subject to the rules and regulations of the said Metropolitan Water District of the City of Omaha, in that behalf, to make a connection for the supply of water to the premises on the following described real estate:

Lot 155 in Fontenelle Park Addition to City of Omaha.

In consideration of the foregoing, said party of the second part, being owner of the above described real estate, and Occidental Building and Loan Association, Mortgagee, agrees in the event said above described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said second party and said Mortgagee will and do hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said Water Main District; And that said second party will re-connect the service herein provided for with any permanent service main installed by