

# MISCELLANEOUS RECORD, No. 76

22197--OMAHA PRINTING CO., OMAHA

STATE OF NEBRASKA, )  
COUNTY OF DOUGLAS ) SS.

On this 17th day of May, A.D. 1926, before me, a Notary Public, duly commissioned and qualified in and for said county, personally came the above named H. A. Wolf, President and H. H. Auerbach, Secretary of the Southern Mortgage and Finance Company, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument as President and Secretary respectively of said corporation, the Grantor herein, and they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.



Witness my hand and official seal the day and date last above written.

A. D. Frank  
Notary public.

STATE OF NEBRASKA, )  
COUNTY OF DOUGLAS ) SS.

On this 17th day of May, A.D., 1926, before me, a Notary Public, duly commissioned and qualified in and for said county, personally came the above named Broadus E. Woodruff and Gladys Woodruff, grantees herein, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the same to be their voluntary act and deed.



Witness my hand and official seal the day and date last above written.

A. D. Frank  
Notary public.

State of Nebraska, )  
Douglas County, ) SS.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 1st day of June, A.D., 1926, at 10:10 o'clock A.M.  
Harry Pearce,

Register of Deeds.

Compared by A&M

4. Ninety-Nine Year Lease. )

Randall K. Brown  
to  
Max Rosenthal

THIS INDENTURE, executed in duplicate, made and entered into this 31st day of May, A.D. 1916, by and between Randall K. Brown, unmarried, of Omaha, Douglas County, state of Nebraska,

party of the first part and hereinafter referred to as the "lessor," and Max Rosenthal of Omaha, Douglas County, State of Nebraska, party of the second part and hereinafter referred to as the "lessee."

WITNESSETH as follows:

1. The lessor, in consideration of the rents reserved, and of the covenants, agreements and conditions herein contained on the part of the lessee to be kept and performed, does by these presents lease and demise unto the said lessee the following described real estate situated in the City of Omaha, Douglas County, state of Nebraska, to-wit:

The West One-half (W.½) of Lot numbered Four (4) in Block Numbered One Hundred and Twenty (120) in the City of Omaha, as surveyed and lithographed, otherwise known as No.1323 Douglas Street of said City of Omaha, being located on the Southeast corner of said Douglas

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Street and Fourteenth Street.

TO HAVE AND TO HOLD the above described real estate, with all the improvements belonging to the lessor thereon situated, and with all the rights, privileges, easements, tenements, hereditaments and appurtenances thereto attached and belonging, unto said lessee for and during the term of ninety-nine (99) years, beginning on the first day of June, A.D., nineteen hundred and twenty-six (1926), and ending on the 31st day of May, A.D. two thousand and twenty-five (2025), said lessee yielding and delivering rent and performing the conditions and covenants as hereinafter provided.

2. In consideration of the leasing aforesaid, the lessee hereby covenants and agrees to and with the lessor to pay the lessor as rent for the premises above demised the sum of Five Thousand and Six Hundred Dollars (\$5,600), for each year of the term hereby demised payable monthly in advance, to-wit: Four Hundred Sixty-six and 66/100 Dollars (\$466.66) on the first day of June, 1926, and Four Hundred Sixty-six and 66/100 Dollars (\$466.66) on the first day of each and every month thereafter in each and every year during the term of this lease.

By the word "dollars" as used in this paragraph, is meant a dollar in lawful, legal tender currency of the United States of America; but it is expressly understood and agreed that the lessor shall have the right, at any time during the continuance of this lease, on giving notice in writing to the lessee at least ninety (90) days prior to the date on which any installment of said rent shall fall due, to require that the lessee shall pay for each of the dollars herein agreed to be paid as such installment of rent, twenty-five and eight-tenths (25.8) grains of pure unalloyed gold, measured by troy weight.

3. Each of said installments of rent hereinabove covenanted to be paid shall be paid at such place in the City of Omaha, in the State of Nebraska, or in the City of New York, as the lessor may from time to time previously designate in writing, and in default of such designation, at the office of the Omaha Safe Deposit Company, and the lessee shall pay such installment or installments at the place so designated.

4. Any installment of rent accruing under the provisions of this lease that shall not be paid when due shall bear interest at the rate of seven per centum (7%) per annum, from the date the same is payable by the terms of this lease until the same shall be paid.

5. It is expressly understood and agreed by and between the parties hereto that no acceptance by the lessor of any currency, legal tender, checks, coin, money or value whatsoever, in payment of any installment or installments of rent, or any portion thereof, shall be construed to be a waiver on the part of the lessor, of the right to require the payment of any installment or installments of rent thereafter falling due, in pure, unalloyed gold, as above specified.

6. The said lessee covenants and agrees to promptly pay and to indemnify and save harmless the lessor's said ground, the premises demised and the improvements thereon, from all water rates, taxes, both general and special and of every character (except inheritance and income taxes due from the lessor personally), and for subways under the sidewalk, streets or alley, or any part thereof, and from all charges, assessments, liens, penalties and claims for damages, chargeable to, or payable for, or in respect of, said ground, demised premises or improvements thereon, during said term, in apt time to prevent any sale or forfeiture therefor, or for any part thereof, and from time to time to deliver to the lessor at the place where the rent may at the time be payable under the terms of this lease, receipts showing the payment of all such rates, taxes and assessments within thirty (30) days after the respective payments evidenced thereby, it being understood that the first general annual taxes to be paid by the lessee shall be the taxes for the year 1926, and that the last general annual taxes to be

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paid by the lessee shall be the taxes for the year 2025.

7. The lessee shall have the right to contest the validity of any tax, assessment, charge, lien or claim payable by him which he deems to have been illegally levied, assessed or charged against said premises, and for that purpose and also for the purpose of recovering any tax, assessment, charge, lien or claim that said lessee may have paid under protest, he shall have the right to institute such proceeding or proceedings in the name of said lessor or lessee as the case may require and he may deem necessary, provided that any such contest shall be made in good faith, and that all costs and expenses incurred by reason thereof or in any proceeding for such recovery shall be paid by the lessee.

8. So long as the building situated on said demised premises at the date this lease becomes effective, or any building thereafter erected, shall stand thereon, the lessee shall keep the same insured in the name of the lessor against fire to the amount of Twenty-five Thousand Dollars (\$25,000); and against wind or tornado to the amount of Ten Thousand Dollars (\$10,000); and against loss of plate glass by accident to an adequate amount, and against general liability for accident to the amount of Five Thousand Dollars (\$5,000) for one person and a total amount of Ten Thousand Dollars (\$10,000) for any one accident; all policies to be in responsible insurance companies acceptable to the lessor, and will promptly deliver to and leave with the lessor all the policies representing such insurance, and other insurance, and all policies issued and in renewal thereof, together with receipts for premium paid therefor, all of which said policies and renewals shall provide that loss, if any, shall be payable to the lessor, as his interest may appear.

9. In case the building now (to-wit: on the 1st day of June, 1926) on the demised premises shall be injured or destroyed by fire or otherwise, the lessee shall within one (1) year after the date of such injury or destruction, and as soon after such injury or destruction as is reasonably possible, repair said building or erect a new building upon the demised premises. If the said lessee elects to repair said building, then the building so repaired shall be as a whole, when completed, of as great value and of a character at least as good as the present building, and at least three (3) stories in height (exclusive of the basement), and in that case any insurance moneys that may be collected by the lessor under said policies shall be applied towards such reparation. But if the said lessee shall elect to erect a new building, then the cost of such new building shall be at least Thirty-five Thousand Dollars (\$35,000). In either event the amount received by the lessor shall be applied toward the cost of such reparation or of such new building, and shall be from time to time paid out upon architect's certificates toward the expense of such reparation or erection, provided, however, that a sufficient amount of such insurance money may be retained by the lessor until such reparation or erection, to insure the completion thereof free and clear of all liens arising out of such reparation or erection, and provided all other insurance money received by said lessee and not paid to said lessor shall be first applied.

10. The said new building shall be of modern construction, to cost not less than Thirty-five Thousand Dollars (\$35,000). The construction shall be such as admit of its conversion easily and quickly and at the least expense into a three (3) story and basement building suitable for mercantile or office purposes, and the plans and specifications shall be prepared with such possible conversion in view. The footings, foundations and walls of said building shall be of sufficient strength to support one (1) additional story, being suitable ultimately for a building not less than four (4) stories in height, with a basement. The plans and specifications of such building and of any structural changes and of any addition thereto and of any other or different building shall, before any work shall begin, be submitted to and receive the approval

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of the lessor, but such approval shall not be unreasonably withheld.

11. As soon as the new building shall have been erected and completed, in accordance with the provisions of paragraph 10, the lessee shall insure the same against fire to an amount equal to at least eighty (80) per cent of the insurable value thereof, and against wind or tornado to the amount of Ten Thousand Dollars (\$10,000), and against loss of plate glass by accident to an adequate amount, and shall provide and carry general liability insurance in the amount of Five Thousand Dollars (\$5,000) for one person, and a total amount of Ten Thousand Dollars (\$10,000) for any one accident, protecting the lessor from any claim, loss or damage from personal injury or otherwise arising, or claimed to arise, against said property or against the owner thereof, and shall keep the same and any other building or buildings that may at any time be erected on said demised premises so insured at all times thereafter and during the term of this lease, in some responsible insurance company or companies, acceptable to the lessor, by means of policies providing that losses, if any, shall be payable to the lessor as his interest may appear, and shall deliver at the office of the lessor in said City of Omaha, Nebraska, all the policies representing such insurance, and all policies issued in renewal thereof, promptly as and when such policies are respectively issued, together with receipts for premiums paid therefor. The lessee shall have the privilege, if he should so elect, of carrying said general liability insurance in the same policy in favor of the lessor or the lessee.

12. Upon the delivery hereof, the lessor shall designate some person or corporation in said City of Omaha, Nebraska, where such policies and receipts shall be delivered by the lessee in the event said office of said lessor should be closed or discontinued, and said lessor may designate from time to time, by written notice to be given to the lessee, any other person or corporation in said City of Omaha, where such policies and receipts shall be delivered, and the lessee shall deliver said policies and receipts at the place so designated.

13. The lessor shall not, in any event, be responsible for the collection or non-collection of any insurance money, but shall be responsible only for such insurance money as actually comes into his hands, unless the failure to collect such money is due to negligence on the part of the lessor.

14. In case any building hereafter erected by the lessee on the demised premises shall be injured or destroyed by fire, or otherwise, and the lessee shall proceed to repair the same, or erect another building in conformity with the requirements of this lease, then, and in such case, any insurance money, which shall have been received by the lessor under the provisions of this lease, on account of any injury or destruction, shall be paid out upon architect's certificates toward the expense of such repairs or erection, but until the completion of such repairs or erection free and clear of all liens arising from such reparation or erection, a sufficient amount of insurance money may be retained by the lessor to insure such completion, provided all other insurance money received by said lessee and not paid to said lessor shall be first so applied.

15. In the event that any building hereafter erected by the lessee on the demised premises shall be injured or destroyed by fire, or otherwise, and the lessee shall not repair the same or erect another building upon the demised premises, in the manner and within the time in this lease specified, then and in such case, all insurance money in the hands of the lessor shall be forfeited to the lessor as liquidated and agreed damages hereby agreed upon, by reason of such breach of the covenants of this lease in regard to rebuilding and repairing; But, Nevertheless, the lessee shall remain liable on his covenants and agreements contained in this lease to rebuild and repair such building in the manner aforesaid, It being Expressly Agreed and Understood, that the above provision as to liquidated damages is intended

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by the parties merely to provide the damages to be paid by the lessee for failure to perform said covenants and agreements to rebuild and repair such building in the manner aforesaid, within the limit of the time specified in this lease.

16. In case any building hereafter erected by the lessee on the demised premises shall be injured or destroyed by fire or otherwise, at any time, the lessee shall, within one (1) year after the date of such injury or destruction, and as soon after such injury or destruction as is reasonably possible, restore said building, or erect a new building, upon the demised premises, so that the building, so restored or erected, as a whole, when completed, shall be at least of as great value and of a character at least as good and as easily convertible into a building suitable for mercantile or office purposes as the building so destroyed or injured. And when the work of such restoration or erection shall have been completed, and the building so restored or erected be free from mechanics' and material men's liens, and from any and all claims which might ripen into such liens, then the lessee shall be entitled to receive, and the lessor agrees to pay the lessee, any insurance money (less the expense of collecting the same) remaining in the lessor's hands, derived by him from, or on account of, any of the policies of insurance taken out by the lessor under the provisions hereof (on account of the failure of the lessee to take out the same), or taken out by the lessee.

17. In the event a loss occur under any of the insurance policies payable to the lessor and covering any NEW building to be erected on said demised premises by the lessee, the lessor agrees not to make a settlement or an adjustment of such loss without first securing the written consent of said lessee or his agent; provided, however, that if at the time such loss occur the lessee shall be in default in any payment, covenant, agreement, provision or condition in this lease contained on the part of the said lessee to be kept and performed, or if he should become in default thereof before any settlement or adjustment of any loss shall have been made, then said lessor may make a settlement or an adjustment of such loss without any approval of said lessee or his agent.

18. Upon the delivery of this lease the lessor shall designate some person or corporation in the said City of Omaha, Nebraska, as his agent, and shall authorize such agent, in the event that said lessor should be absent from the City of Omaha, at the time of the occurrence of any loss under any insurance policies, including those covering the building now standing on said demised premises, and should remain absent therefrom for a period of twenty days thereafter, to make a settlement or adjustment of such loss and to collect any and all claims against any insurance companies on account of any and all policies of insurance carried therein, and said agent shall hold any money received from any insurance company or companies subject to order of the lessor.

19. Upon the delivery of this lease the lessee shall also designate some person or corporation in said City of Omaha, Nebraska, as his agent, and shall authorize such agent to represent him and consent to an adjustment or settlement of any loss on any building to be hereafter erected by said lessee on said demised premises in the event said lessee should be absent from the city of Omaha for a period of twenty days or more after the occurrence of such loss.

20. Both the lessor and the lessee may designate from time to time by written notice to be given each to the other, any other agent in said City of Omaha to represent them respectively in the adjustment of any loss on account of any insurance policy, in accordance with the provisions of paragraphs 17, 18 and 19.

21. The lessee shall, subject to the other provisions of this lease, during the

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term aforesaid, keep said demised premises, and the improvements thereon, free from all liens and charges, except as provided in paragraph twenty-eight (28) hereof, and shall keep said premises in good and tenable condition, in conformity with the valid ordinances of the City of Omaha, and the lawful requirements of the public authorities, and shall not suffer any nuisance thereon, and shall not use, or permit to be used, said premises, or any part thereof, for any unlawful or for any immoral purpose, and any theater maintained on said premises shall be conducted in a respectable and orderly manner, and no plays, shows or representations shall be presented that shall be in violation of the city ordinances, state laws or rules of any censor or board created by virtue of the laws of the State of Nebraska, or the ordinances of the City of Omaha, and under no circumstances shall said lessee knowingly permit any intoxicating liquors to be sold on said premises or used for beverage purposes thereon or therein.

22. After the erection and completion of the building provided for in and by paragraph 10 hereof, the lessee may, at any time or times during the term of this lease, make any alteration or repairs in and to any improvements upon said demised premises, or remodel, increase the height of, or enlarge, or alter or rebuild any of said improvements, but the lessee hereby expressly covenants and agrees that in case he elects to make any such alterations or repairs, remodeling, enlarging, altering or rebuilding, he will complete the same within a reasonable time after commencing the same, and that after the completion thereof, said improvements shall be at least of as great value and of a character at least as good and as easily convertible into a building suitable for mercantile or office purposes as the building so repaired, enlarged or rebuilt, and of a character at least as good as the improvements situated upon said demised premises before the commencement of such altering, repairing, remodeling, enlarging or rebuilding.

23. If it shall be expedient in the judgment of the lessee in such work of remodeling, enlarging, altering, repairing or rebuilding, to tear down or destroy such improvements, or any substantial portion thereof, and if said improvements, as a whole, would thereby, as estimated by a competent architect, be depreciated to the extent of twenty (or more) per cent of their value, then before beginning such work, the lessee shall deposit with the Omaha Safe Deposit Company of Omaha, Nebraska, or with some bank or trust company to be selected by the lessor, an amount of money equal to the depreciation as estimated by said architect, or in lieu thereof, either securities to be approved by the lessor of the cash value of such amount, or a promissory note or money bond for such amount executed by the lessee as maker or obligor, payable to the order of the lessor, with sureties thereon, said bond and sureties to be approved by the lessor, which deposit shall be held by said Omaha Safe Deposit Company or by such other trust company or bank, as security for the covenant of the lessee hereinbefore contained that he will complete such work within a reasonable time after the commencement thereof, and in such manner that the improvements situate upon said demised premises, upon the completion of such work shall, as a whole, be at least of as great value and of a character at least as good and as easily convertible into a building suitable for mercantile or office purposes as the building so repaired, enlarged or rebuilt, and of a character at least as good as the improvements situated upon said demised premises before the commencement of the remodeling, enlarging, altering, repairing or rebuilding. The architect mentioned in this paragraph shall be selected by the lessor and lessee by mutual agreement. But if they cannot agree, then such selection shall be by three arbitrators, one of whom shall be named by the lessor and one by the lessee, and the third by such two arbitrators.

24. Upon the completion of said last mentioned work within a reasonable time after the commencement thereof and in the manner aforesaid, said money, securities, promissory note, or money bond, so deposited in said Omaha Safe Deposit Company, or other trust company

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or bank, shall be repaid or delivered back to the lessee, but if the lessee shall fail so to complete said work within such time, in the manner aforesaid, then said money, securities, promissory note, or money bond, shall be paid and delivered over to the lessor as agreed and liquidated damages, by reason of the failure of the lessee so to complete said work within such time; BUT, NEVERTHELESS, the lessee shall remain liable on his covenants and agreements herein contained, to complete such work in the manner aforesaid, It Being Expressly Agreed and Understood, that the above provision as to liquidated damages is intended by the parties merely to provide damages to be paid by the lessee for failure to perform his said covenants and agreements to so complete said work within said limit of a reasonable time.

25. It is further understood and agreed that all the buildings and improvements which may at any time during the term of this lease be placed upon said demised premises by the lessee shall be and become a part of the demised real estate, and shall so remain forever, and that in the event of the termination of this lease, either by lapse of time, or by forfeiture of this lease, under the provisions hereof, or in the event of the termination of this lease in any other manner whatsoever, all such buildings and improvements shall be and become the absolute property of the lessor, without payment or compensation of any kind therefor to the lessee, and without the necessity of any deed or conveyance or any other assignment or transfer by or from the lessee.

26. The building or buildings to be erected on said premises, when completed, shall be free and clear from mechanic's liens, and claims growing out of the construction of said building or buildings, but said lessee shall have the right to contest any such lien or claim growing out of the construction thereof which may be in dispute, and all costs and expenses incurred and incident thereto shall be paid by the lessee.

27. Notice is hereby given to all persons furnishing material or labor to be used in the construction of any building or improvement upon said premises, that the ground hereby leased is not liable for any debts incurred by reason thereof; and that any person furnishing material or labor to be used in the construction of a building upon said premises or in the making of improvements thereon, in order to acquire a lien upon the ground hereby leased, must secure a written consent thereto from said lessor.

28. The lessee may at any time during the term aforesaid convey his entire interest in and under this instrument by mortgage or trust deed, in the nature of a mortgage.

29. It is further covenanted and agreed that the lessee shall not assign, transfer, or set over, or otherwise, by any act or deed or omission, procure or suffer to be assigned, transferred or set over his leasehold estate in said demised premises under this lease, unto any person or persons or body corporate whomsoever, unless all rents, taxes (except inheritance or income taxes due from the lessor personally), assessments, damages, water rates and insurance premiums which shall have fallen due and become payable up to the time of such assignment shall first have been paid.

30. And in the event of any injuries to, or destruction of, any building upon said demised premises (or of any other improvements which may at any time during the term of this lease be made or erected upon said demised premises, or any part thereof), by fire, or otherwise, the lessee covenants and agrees not to thereafter assign, sell or transfer his estate aforesaid until such building or improvements shall have been restored, or another building erected, as required by this lease, and made ready for occupancy.

31. Subject to the restrictions hereinabove in paragraphs twenty-nine (29) and thirty (30) contained, the lessee shall have the right to assign and transfer this lease and the leasehold estate hereby created to any person or persons, or body corporate, but only by a

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written instrument under seal, duly executed and acknowledged by the lessee, and also by the assignee therein named, and duly recorded in the office of the Register of Deeds of Douglas County, Nebraska, and containing a covenant or covenants on the part of the assignee to the effect that such assignee accepts and assumes all the terms, covenants and conditions of this lease and will comply with and be bound thereby.

32. Any assignment of this lease by the lessee, without complying with the conditions and requirements aforesaid, shall be absolutely null and void.

33. In the event of any assignment by the lessee which shall comply and be in accordance with the conditions, requirements and covenants above set forth, the lessee shall thereupon be released and discharged of and from all liability under this lease, but the leasehold estate of the lessee created in and by this instrument shall, in any event, remain holden for the prompt and faithful performance of the undertakings of the lessee, according to the provisions of this lease.

34. In the event of such an assignment complying with the provisions hereof, the assignee therein shall be subject to all the covenants, terms, conditions and recitals in this lease contained, inclusive of the foregoing provisions as to the assignment thereof, all of which shall remain in full force and effect as to any subsequent assignment or assignments thereof.

35. Nothing in paragraphs 29 to 33 (both inclusive) contained, shall be construed so as to apply to mortgages or trust deeds in the nature of mortgages on the leasehold estate hereby created, the lessee in any event and at all times reserving and having the right, as hereinbefore provided, to encumber the leasehold estate hereby created by mortgage or trust deed, or instrument in the nature thereof, and it being expressly understood and agreed that no mortgages or trustee of the leasehold estate shall be liable to the lessor as assignee of this lease, but that any person or persons or body corporate acquiring title to the leasehold estate, under any sale made on foreclosure of any such mortgage or trust deed, or under any judgment or decree of any kind foreclosing such mortgage or trust deed, shall be liable as assignee or assignees thereof.

35. If the lessee shall fail to pay any of the water rates or any of the taxes (except income and inheritance taxes due from the lessor personally) or assessments, general or special, ordinary or extraordinary, which by this lease he has agreed to pay, promptly within the times limited for making such payments, or if the lessee shall fail to perform any of his obligations hereunder to keep insured any improvements at any time during this lease situate upon said demised premises, or if the lessee shall fail to perform and fulfill any other of his engagements or undertakings in this lease, then and in any of said events, the lessor may, subject to the provisions hereof, at his option (but he shall not be bound to do so) advance and pay any moneys necessary to make good any such default of the lessee, and if the lessor shall make any such advance or payment, the lessee will repay the lessor within thirty (30) days after notice by the lessor of such advance or payment, any and all such sums so advanced and paid, with interest at the rate of seven (7) per centum per annum from the time or times when the same is or are respectively advanced or paid, until the same is or are repaid to the lessor, and if the lessor shall so advance moneys for the payment of any of the rates, taxes or assessments aforesaid, or for the redemption of the said demised premises or improvements, or any part thereof, from any tax sale, or for the purchase or cancellation of any tax title hereafter derived under any such sale (and the lessor is hereby authorized but not required so to do), it shall not be obligatory upon the lessor to inquire into the validity of any such rates, taxes or assessments, or any such tax title.

37. In purchasing and cancelling any tax title which may hereinafter be derived



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upon any sale which may hereafter be had for any of the said water rates, taxes or assessments hereinbefore mentioned, the lessor shall not be limited to the amount to which the holder of such tax title would be entitled upon the setting aside of the same by a decree of court, but the lessor shall have the right to make such terms with the holder of such tax title as he deems proper, even though the amount paid therefor be in excess of the amount to which the holder of such tax title would be entitled, as above mentioned, whereupon said entire sum so paid by the lessor shall then be due and payable to the lessor from the lessee, as hereinbefore mentioned, provided, however, that the lessee shall not be liable, as aforesaid, for an amount more than five times the amount to which the holder would be entitled by decree of court, as above mentioned.

38. The lessor shall have a first and valid lien (which is hereby given him) upon the estate of the lessee under this lease, to secure the payment of any and all moneys at any time becoming due to the lessor under any of the provisions of this lease, and to secure the prompt performance and fulfillment by the lessee of each and every one of his engagements and undertakings hereunder.

39. If the lessee shall make default in the payment of the rent hereinabove reserved, or any part or installment thereof, when the same falls due under the provisions hereof, or if the lessee shall make default in the payment of any water rates, taxes or assessments, or in the covenants of the lessee as to procuring and keeping up any insurance on any improvements on said demised premises, or in any covenant herein by the lessee to deliver policies of insurance to the lessor, or shall make default in the restoration or erection of improvements, or in keeping said premises free from liens and charges, or if any other condition or agreement herein contained on the part of the said lessee be not by him fully complied with and performed, then and in any of said cases the lessor may serve a written notice of such default upon the lessee and also upon any mortgagee or trustee of the leasehold estate, who shall be entitled to such notice, and if the lessee and such mortgagee or trustee shall fail to make good such default for the period of ninety (90) days (or in case the default be in the restoration or erection of improvements for the period of six (6) months) after the service of the notices aforesaid, then the lessor may, at his option, without further notice, declare the said term ended; and upon the termination of said term in the manner above provided, as well as upon the termination thereof by lapse of time or otherwise, the lessee will surrender said demised premises and the improvements thereon, peaceably to the lessor, in good order and condition, and the lessor may forthwith, without demand on the lessee, and with or without process of law, re-enter said demised premises and improvements, and remove all persons and effects therefrom, using such force as may be necessary, and resume possession thereof.

40. The lessee hereby waives any demand for the possession of said premises for a breach of any of the covenants in this lease contained, and for any notice of the act of the lessor in declaring this lease at an end, or this lease terminated, except the written notice hereinabove provided.

41. If the term hereby demised shall at any time be ended in pursuance of the foregoing provisions, then, and in that event, all insurance policies at that time in the hands of the lessor, and all insurance moneys then held by the lessor or by the mortgagee or trustee of the leasehold estate, and all sub-leases which the lessee shall have made of said premises, or any portion thereof, to sub-tenants, and the estate of the lessee in and under this lease, shall at once pass to and become the property of the lessor.

42. In case the lessor shall, by reason of this lease, and without any fault on his part, be made a party to any litigation commenced by or against the lessee, then the lessee

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shall pay all costs, expenses and attorney fees incurred by or imposed on the lessor, by reason of or in connection with such litigation. Such attorney, however, may be named and employed by the lessee, if he so desires. And the lessee shall and will also pay the costs and expenses and attorney fees which may be incurred by the lessor in enforcing the covenants and agreements of this lease, and all such costs, expenses and attorney fees shall, if paid by the lessor, become at once a first and valid lien upon the buildings and improvements now or hereafter erected upon said premises, and upon the leasehold estate created hereby.

43. It is hereby mutually covenanted and agreed by the parties hereto that neither the lessor nor the lessee shall sign or give any petition for or consent to any municipal or state grant, license, or contract of any kind or description whatsoever, whereby any person or persons, or any corporation or corporations may directly or indirectly acquire or derive the right or privilege to use or occupy any portion of said Douglas Street or Fourteenth Street, or of any public alley upon which the demised premises abut, unless both the lessor and the lessee shall join in and sign such petition or consent, it being expressly agreed and understood that in all cases where the petition or consent of the owner or owners of all or any portion of the demised real estate is required by law for any purpose whatsoever during the term of this lease, such consent or petition shall not be signed or given unless the lessor and the lessee shall, both of them, join in and sign the same.

44. Whenever notice is required by the terms of this lease to be given by the lessor to the lessee, such notice may be given by enclosing the same in a registered letter and depositing such letter in the postoffice with the postage prepaid, such letter to be addressed to said lessee at Omaha, Nebraska, or to such other name and place as the lessee may from time to time have in writing notified said lessor to use for such purpose.

45. It is further covenanted and agreed that none of the covenants, terms and conditions of this lease to be kept and performed by the lessee, shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument duly signed, sealed, acknowledged and delivered by the lessor, and not otherwise, and that no act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness of the lessor as to any default in or failure of performance, either in whole or in part, by the lessee, of any of the covenants, terms or conditions of this lease, shall be deemed or construed to be a waiver by the lessor of the right at all times in the future to insist upon the full and complete performance by the lessee of each and all of the foregoing covenants, terms and conditions thereafter to be performed, according to the provisions of this lease, in the same manner and to the same extent as the same are above covenanted to be performed by the lessee.

46. It is further covenanted and agreed that all the covenants, agreements, rights, privileges, conditions, specifications and recitals in this lease contained, shall be construed as running with the ground, and shall extend to and be binding on the heirs, executors, administrators, successors and assigns, of the respective parties hereto, lessor and lessee, to the same extent as if the respective heirs, executors, administrators, successors and assigns were hereinbefore named with the respective parties hereto, to the end that this lease shall always bind, as the lessor or lessors, the owner or owners of the fee of the demised premises, and as the lessee or lessees, the owner or owners of the leasehold interest hereunder.

47. It is further agreed that any act, notice, election or thing, authorized in and by any of the provisions of this lease to be done, given or exercised by the lessor or the lessee may be effectually done, given or exercised by their respective authorized agents or attorneys for the time being.

48. The lessor may, at all reasonable times, enter upon and view the premises.

# MISCELLANEOUS RECORD, No. 76

IN WITNESS WHEREOF, The lessor and the lessee have hereunto set their respective hands and seals the day and year first above written.

SIGNED IN PRESENCE OF:

W. P. Spalding

Randall K. Brown (SEAL)

W. P. Spalding

Max Rosenthal (SEAL)

STATE OF NEBRASKA, )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this Sixth day of June, A.D. 1916, before me, a Notary Public in and for said County, personally came the above Randall K. Brown, who is personally known to me to be the identical person whose name is affixed to the above instrument as lessor, and he acknowledged the instrument to be his voluntary act and deed.

My commission expires Sept. 12, 1919.

Witness my hand and Notarial Seal the date aforesaid.



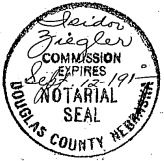
Isidor Ziegler  
Notary Public.

STATE OF NEBRASKA, )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this Sixth day of June, A.D., 1916, before me, a Notary Public in and for said County, personally came the above Max Rosenthal, who is personally known to me to be the identical person whose name is affixed to the above instrument as lessee, and he acknowledged the instrument to be his own voluntary act and deed.

My commission expires Sept. 12, 1919.

Witness my hand and Notarial Seal the date aforesaid.



Isidor Ziegler  
Notary Public.

State of Nebraska, )  
Douglas County, ) SS.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 1st day of June, A.D., 1926, at 11:25 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by A&M

5. AFFIDAVIT. )  
F. S. Suverkubbe )  
to )  
Whom It May Concern. )

AFFIDAVIT.

STATE OF NEBRASKA, )  
COUNTY OF DOUGLAS ) SS.

I, F. S. Suverkubbe, being first duly sworn on oath, depose and say that I am well and personally acquainted with Henrietta Labs, who, with Tina Prochnow, conveyed by Quit Claim Deed, dated December 26, 1906, recorded December 28, 1906, in Book 291, Page 638, records of Douglas County, Nebraska, to Bertha Jipp the following described real estate; East Half of the South East Quarter of Section Ten (10), Township Sixteen (16), Range Eleven (11) East, in Douglas County, Nebraska, except the North Sixteen (16) Acres of the East Half of the South East Quarter of Section Ten (10), Township Sixteen (16), Range Eleven (11) and the South Four (4) Acres of said East Half of the South East Quarter of Section Ten (10), Township Sixteen (16), Range