327-WARRANTY DEED (Douglas County Form)

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WARRANTY DEED

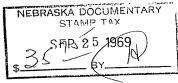
 ${\it KNOW~ALL~MEN~BY~THESE~PRESENTS}, {\it That~Alfred~S.~Mayer~and~Sylvia~Z.~Mayer}, husband~and~wife$

in consideration of One dollar and other valuable consideration— - — DOLLARS in hand paid, do hereby grant, bargain, sell, convey and confirm unto

Stockyards National Bank

the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lot Six (6), Block Seventy-one (71), City of South Omaha, now a part of the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, subject to restrictions, reservations and conditions of record,



together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Grantors

of, in, or to the same, or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said

Grantee

successor

and to its xheirs and

xheirs and assigns forever, and th

they for themselves

the said Grantors and their

heirs, executors, and administrators, do covenant with said Grantee and with

successor kees and assigns,

and with its
that they are lawfully seized of said premises, that they are free from encumbrance

that

ey have good right and lawful authority to sell

the same and that they will and the same unto the said Grantee and its successor

their heirs, executors, and administrators shall warrant and defend heirs and assigns, forever, against the lawful claims of all persons whomsoever

hand S

IN WITNESS WHEREOF V

We have hereunto set our

thi

day

September

A. D. 19 69

In presence of

* Dylvan J. Mayer Lefter I. May E

STATE OF NEBRASKA,
County of Douglas Ss. On this 25 th day of September
A. D. 19 69 before me, a Notary Public in and for said County, personally came the above named Alfred S. Mayer and Sylvia Z. Mayer, husband and wife,
whoare personally known to me to be the identical person s whose name are
Affixed to the above instrument as grantor. S., and they have have have have have have
WITNESS my hand and Notarial Seal the date last aforesaid.
Notary Public. My conjugistion expires on the day of A. D. 19 7.

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WARRANTY DEED WARRANTY DEED FROM TO TO STATE OF NEBRASKA, Entered in Numerical Index and filed for Docust in Reserver of Deeds' Office of said	County, the day of M., and recorded in Book of lock M., and recorded in Book of lock of Deeds, Page Mail To. Num'l. Gen'l. Compared by. Paged Numerical. Paged General. Time Rec'd. Fee. No. 327-PRINTED AND FOR BALK BY DAMANA PRINTING COMPANY
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Felton & Wolf Company, Lincoln, Nebr.

WARRANTY DEED

Louis Safranek, unmarried



> NEBRASKA DOCUMENTARY STAMP TAX

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee a state and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee and with grantee and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance Subject to the Second Installment of the Consolidated Tax which will become delinquent August 1, 1972.

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated June 1, 1972	Louis Safranch
STATE OF NEBRASKA, County ofDouglas	:

Before me, a notary public qualified for said county, personally came

Louis Safranek, unmarried,

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, kermentheir voluntary act and deed.

Wi	tness my hand	l and notarial seal o	n lot	June	1972	Ž
	À			l.	Harton N	otary Public.
	organia de la la mora de la compansa	State of Nebraska	į į		•••••	

LAND CONTRACT

THIS AGREEMENT, made and entered into this 12 day of Lecember 1, 1974, by and between ANN M. SCHAB, party of the first part, hereinafter referred to as Schab, and NORTHWESTERN NATIONAL BANK, a corporation, Omaha, Nebraska, party of the second part, hereinafter referred to as Northwestern.

WITNESSETH:

Schab agrees to sell and convey to Northwestern, for the price and upon the terms hereinafter mentioned, the following described real estate, to wit:

The West One Hundred (100) feet of Lot Seven (7) in Block Seventy-one (71) in the City of South Omaha, now a part of the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, said property bearing the ordinary address of 2420 "L" Street, Omaha, Nebraska, and fronts One Hundred (100) feet on "L" Street and Sixty (60) feet on Twenty-fifth (25th) Street.

The total purchase price for the said property above-described is the sum of Sixty-seven Thousand Five Hundred Dollars (\$67,500.00).

The foregoing Purchase Price shall be paid as follows, to wit:

- (1) Six percent (6%) of the said purchase price paid on or before December 30, 1974.
- (2) The sum of Eight Thousand Dollars (\$8,000.00) in cash paid January 15, 1975, said payment to be credited to principal, with interest therafter to be paid for the calendar year 1975 in regular monthly installments equally divided.
- (3) The sum of Eight Thousand Dollars (\$8,000.00) in cash paid January 15, 1976, said payment to be credited to principal with interest thereafter paid for the calendar yar 1976 in regular monthly installments equally divided.
- (4) Commencing on January 15, 1977, the sum of One Hundred Dollars (\$100.00) per month, due and payable on the 15th day of each and every successive month, such payment to be credited to principal. In addition thereto, interest shall be paid for the year 1977 in regular monthly installments equally divided.
- (5) For each succeeding year thereafter until payment of the total purchase price and interest in full, payments shall be made as set forth in sub-paragraph (4) above.

- (6) Interest on the unpaid balance of said total purchase price as hereinbefore specified shall be computed (for the purposes set forth in sub-paragraph 2 through 5 above) at the rate of eight percent (8) per annum.
- (7) Schab shall have, during the term and period covered by this contract, the right at her sole discretion to receive additional payments on unpaid principal in the event of emergency or personal need.
- (8) When the total principal unpaid balance of the purchase price above set forth shall be reduced to the sum of Thirty-three Thousand Dollars (\$33,000.00), Northwestern shall have the option at its sole discretion to receive a Warranty Deed to the said premises and give back so Schab as security and collateral therefor its first mortgage in the sum of such unpaid balance, said mortgage to secure a note of said Northwestern payable to Schab on demand and bearing interest at the rate of eight percent (8%) per annum.

Schab hereby and herewith grants to Northwestern, effective on the date of possession of said premises as hereinafter set forth, the right of demolition of any improvements presently standing on said premises, without additional compensation in respect thereto.

The parties hereto undertake and agree to execute and deliver, contemporaneously with the execution of these presents, an Escrow Agreement, a copy of which is attached hereto and by specific reference made a part hereof, providing generally for the deposit with the designated Escrow Agent of a General Warranty Deed duly executed by Schab to be held and delivered by said Escrow Agent in accordance with the specific terms of said Escrow Agreement.

Northwestern agrees to pay all taxes and assessments levied against said premises, including taxes for the year 1975 and subsequent taxes before the same become delinquent and to keep the buildings, if any (subject to the right of demolition above set forth) insured against fire and general casualty loss in a sum not less than in favor of Schab.

If and in the event any of the payments hereinbefore specified or any interest thereon be not paid when the same is due, or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid before the same become delinquent, then and in that event the whole of said total purchase price with interest thereon shall immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time being of the essence of this contract, the General Warranty Deed from Schab to Northwestern hereinbefore mentioned shall be delivered to Northwestern, said deed conveying said real estate in fee simple, free of all incumbrances except taxes for the year of such conveyance and subsequent taxes.

In case the said Northwestern shall refuse, neglect, or fail to pay said purchase price and interest as hereinbefore stated and agreed, Northwestern shall forfeit any and all rights in and to said real estate acquired under and by virtue of this Agreement, and shall henceforth be deemed mere tenants at will under the said Schab and be liable to be proceeded against under the provisions of any Act relating to proceedings in cases of forcible entry and detainer, and the Acts amending the same. Any payments that shall have been made shall become forfeited to the said Schab as stipulated damages for the non-performance of this Agreement.

Said Northwestern shall be entitled to possession of said real estate upon payment of the sum specified in sub-paragraph (1) above and the execution of these presents, and so long as the conditions of this Agreement shall remain unbroken by said Northwestern; but upon failure to comply with the same said right of possession shall terminate and Schab shall be entitled to immediate possession of said land and the improvements thereon.

No assignment of this Contract shall be valid without the prior written consent of the said Schab.

Said parties respectively bind their heirs, successors, and assigns to the faithful performance of the terms of this Agreement.

IN WITNESS WHEREOF, we have caused these presents to be executed at maha, Nebraska, the date first above written.

A Cenn M. Schab

Sh. 13Walls

NORTHWESTERN NATIONAL BANK, a corporation, Omaha, Nebraska

May O. Slizewo

comporate seal)

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STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

Before me the undersigned Notary Public in and for said County personally appeared ANN M. SCHAB, unmarried, and she, upon oath duly sworn, stated execution of the foregoing Agreement to be her voluntary act and Deed.

oath duly sworn, stated execution of the foregoing Agreement to be her voluntary act and Deed.
Dated this 12 day of DECEMBER, 1974.
MILDRED HORTON GENERAL NOTARY State of Nebraska My Commission Expires April 2, 1976 Mildhell Horton Notary Public
April 2, 1976 Notary Public
My commission expires:
STATE OF NEBRASKA)) ss. COUNTY OF DOUGLAS)
Before me the undersigned Notary Public in and for said County personally appeared \overline{DONALD} \underline{U} \underline{MURPHY} to me known to be the $\underline{PRESIDENT}$ of Northwestern National Bank, a corporation, and upon oath duly sworn he acknowledged execution of the foregoing Agreement to be his voluntary act and deed and the voluntary act and deed of said corporation.
Dated this 12 day of DECEMBER, 1974.
MILDRED HORTON GENERAL NOTARY State of Nebraska My Commission Expires April 2, 1976 MILDRED HORTON GENERAL NOTARY State of Nebraska Notary Public
My commission expires:

ENTERED IN NUMERICAL INCEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

13.25

1974 AT 11:28 M. C. HAROLD OSTLER, REGISTER OF DEEDS