DEED RECORD No. 643

EXTIBLE HING

16. Warranty Deed
Abraham L. Reed & Wf.

know ALL MEN BY THESE PRESENTS, That We, Abraham L. Reed and Thede B. Reed, Nina Barnett, et al.)husband and wife, of Douglas County, Nebraska, in consideration of Sixteen Hundred (\$1600.00) and no/100 Dollars, in hand paid, do hereby grant, bargain, sell, convey and confirm unto Nina Barnett and Mina Barnett, as joint tenants, and not as tenants in common; the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lots Two (2) and Three (3) in Block Forty-two (42) in West Dodge, an Addition to the City of Omaha, as surveyed, platted and recorded.

Subject to the county and state taxes for the year 1925, and all subsequent taxes and assessments.

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; subject to the following restrictions as to use and restrictions as to buildings to be placed or maintained thereon during a period ending January 1, 1935. Said premises shall be used for residence purposes only and the main body of any house erected thereon must cover an area of at least 672 square feet and be permanent finished construction stone or brick and sided or stuccoed if frame with shingle or tile roof and must/upon a brick, stone, tile or concrete foundation.

The main body of the house and all outbuildings shall be at least 40 feet from the line of the street or streets adjacent to said lot.

It is expressly understood and agreed that these lots are sold subject to the rights of the Northwestern Bell Telephone Company and of the Nebraska Power Company to place and maintain poles on or adjacent to the line of said lot.

Any barn, garage, outbuildings or fences erected on said premises shall not be built or used before construction of the main dwelling house is started, unless with special written permission from the undersigned seller.

No sod, earth, sand, gravel or trees shall be sold and removed from said premises without the written consent of the undersigned seller; provided, however, that this restrictions shall not prevent or prohibit the purchaser their heirs or assigns from removing sod, earth, sand, gravel or trees in the development of said premises for residence purposes.

The premises shall be owned or used for residence purposes only by members of the Caucasian race.

No building or improvements already erected shall be moved on to said premises or any part thereof unless the written consent of the undersigned seller is first obtained.

It being the intention of all parties hereto, that in the event of the death of either of said grantees, the entire fee simple title to the real estate described herein shall vest in the surviving grantee.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as Joint Tenants, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and we the grantors named herein for ourselves and our heirs, executors, and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that we are lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that we the said grantors have good right and lawful authority to sell the same, and that we will and our heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding, the exceptions named herein.

Mr Mr

EED RECORD No. 643



IN WITNESS WHEREOF we have hereunto set our hands this 23rd day of October,

A. D., 1936.

In presence of:

H. J. Ayres



Abraham L. Reed

Thede B. Reed

State of Nebraska)

On this 23rd day of October, A. D., 1936, before me, a Notary Public in and Douglas County for said County, personally came the above named Abraham L. Reed and Thede B. Reed, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and notarial seal the date last aforesaid.

H. J. Ayres

Notary Public.

My commission expires October 22, 1938.

State of Nebraska

County of Douglas) Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 27th day of October, A. D., 1936, at 3:28 o'clock, P. M. Thomas J. O. Connor

Register of Deeds

Compared by T&F

Occidental Bldg. & Loan Assn.

KNOW ALL MEN BY THESE PRESENTS, That Occidental Building and Loan a corporation, Raymond J. Greenwell, et al. Association of Omaha, Nebraska/ organized under the laws of the State of Nebraska, in consideration of One and no/100 Dollar and other valuable consideration in hand paid, does hereby Grant, Bargain, Sell, Convey and Confirm unto Raymond J. Greenwell and Doris P. Greenwell, as Joint Tenants, and not as tenants in common, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lot One Hundred Eighty-four (184), Fontenelle Park, an Addition to the City of Omaha, as surveyed, platted and recorded;

This deed is executed to fulfill a contract in favor of the above grantees dated March 28, 1935, and the covenants of warranty herein relate to the title as of the date of said contract;

Subject to the second half of 1934 County and 1935 City taxes and all special assessments or installments thereof not delinquent at the date of said contract and all subsequent taxes and assessments;

Also subject to a mortgage of \$1700.00 in favor of said Occidental Building and Loan Association:

Subject to restrictions and reservations of record, together with all the Tenements Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said grantor, of, in or to the same, or any part thereof. It being the intention of all parties hereto, that in the event of the death of either of said grantees, the entire fee simple title to the real estate described herein shall vest in the surviving grantee.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as joint tenants, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them. forever.