

88

MISCELLANEOUS RECORD, No. 51

3. EASEMENT

Billings Dental Supply Company }
 and } THIS AGREEMENT made and entered into this 27th day of Decem-
 American Security Company, et al) ber, 1920, by and between Billings Dental Supply Co., a corpora-
 tion, of Omaha, Nebraska, party of the first part; AMERICAN SECUR-
 ITY COMPANY, a corporation, of Omaha, Nebraska, party of the sec-
 ond part, and FIREPROOF BUILDING COMPANY, a corporation, of Omaha, Nebraska, party of the third
 part,

WITNESSETH:

1. The American Security Company is the owner, under a ninety-nine (99) year lease with an option of purchase, of that part of Lot Two (2) in Block Eighty-four (84) in the City of Omaha, as surveyed and lithographed, Douglas County Nebraska, described as follows: Beginning at a point on the north line of said Lot Two (2) a distance of sixteen (16) feet west of the northeast corner of said Lot Two (2); thence east along the north line of said Lot Two (2) a distance of six (6) feet; thence south on a line parallel to the east line of said Lot Two (2) to a point six (6) feet north of the south line of said Lot Two (2); thence west on a line parallel to the south line of said Lot Two (2) a distance of six (6) feet; thence north to the place of beginning which it has sold under contract to Billings Dental Supply Co., to be conveyed by Warranty Deed on or before July 1, 1922; and said Billings Dental Supply Co. is also the owner of the north Six (6) feet of the south Twelve (12) feet of the west Twenty-seven and four-tenths (27.4) feet of the east Forty-three and four-tenths (43.4) feet of Lot Two (2) in Block Eighty-four (84) aforesaid;

That American Security Company is also the owner of that part of the said Lot Two (2) in Block Eighty-four (84) in the City of Omaha, as surveyed and lithographed, Douglas County, Nebraska, described as follows: Beginning at a point on the north line of said Lot Two (2) a distance of ten (10) feet west of the northeast corner of said Lot Two (2); thence east along the north line of said Lot Two (2) to a point four (4) feet west of the northeast corner of said Lot Two (2); thence south on a line parallel to the east line of said Lot Two (2) to a point six (6) feet north of the south line of said Lot Two (2); thence west along a line parallel to the south line of said Lot Two (2) a distance of six (6) feet; thence north to the place of beginning;

That Fireproof Building Company is the owner of the south Six (6) feet of the west Thirty-nine and four-tenths (39.4) feet of the east Forty-three and four-tenths (43.4) feet of Lot Two (2) in Block Eighty-four (84) aforesaid;

That said tracts above described taken together constitute a strip twelve (12) feet in width running from the south line of Capitol Avenue to the north line of Lot Seven (7) in said Block Eighty-four (84), and thence a distance of Twenty-seven and four-tenths (27.4) feet west along the north line of said Lot Seven (7); that said parties hereto desire to set apart said strip to be used for a private driveway and light court as hereinafter set forth.

2. That Billings Dental Supply Co. is also the owner of all that part of Lot Two (2) in said Block Eighty-four (84) aforesaid, lying west and north of the said proposed driveway and light court; that American Security Company is the owner of all that part of Lot Two (2) in Block Eighty-four (84) aforesaid lying east of said proposed driveway and light court, and also is the owner of the north Eighty (80) feet of Lot One (1) in said Block Eighty-four (84); that Fireproof Building Company is the owner of all of Lot Eight (8) and the East Forty-Three and four-tenths (43.4) feet of Lot Seven (7) in said Block Eighty-four (84); and the parties hereto desire each to give to the others, in consideration of this joint agreement, a perpetual easement in said strip for driveway and light court purposes, for the benefit of the remaining properties

MISCELLANEOUS RECORD, No. 51

above described belonging to said parties respectively. For those purposes each of the parties hereto does hereby grant and convey to the other parties hereto, a perpetual easement in and to that part of said strip belonging to it or included within the contract of purchase as above described, for driveway and light court purposes.

The Billings Dental Supply Co. further agrees that in case at any future time any part or all of the remaining portion of the south Twelve (12) feet of the west Fifty (50) feet of said Lot Two (2) in Block Eighty-four (84) be used for a driveway and light court, the remaining parties hereto, their successors and assigns, shall have the same right of use as is enjoyed by Billings Dental Supply Co., its successors and assigns, while it is so used.

IT IS FURTHER AGREED by the parties hereto that said easement is to be used as a driveway and light court and shall be at all times kept clear of obstructions, and shall be maintained at the joint expense of the parties hereto or their successors in interest, on the basis of the abutting land now owned by each of said parties paying a one-third of the cost of such maintenance and also one-third of the cost of all improvements in said driveway. The said strip shall be graded at any time upon the written request of any of the parties hereto, and paved after March 1, 1921, and the expense and maintenance of such grading, and the expense and maintenance of such paving shall be jointly shared by the properties of the parties hereto and be chargeable thereon, the said abutting properties above described as belonging to the said parties hereto to bear one-third of such expense and maintenance respectively. Each party may use its part of said strip below the surface for storage or any other purpose which shall not unduly interfere with the rights granted under this easement.

It is understood and agreed that the easement herein created in favor of the abutting properties of the parties hereto shall run with the said land of the parties hereto, their successors and assigns, and such easement shall be and constitute an appurtenance in favor of such abutting lands of the respective parties hereto.

The consideration for this contract is the agreement made by each of the parties hereto in favor of the other.

The parties hereto bind themselves, their successors and assigns to the faithful performance of the terms of this contract.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed and their corporate seals to be affixed the day and year first above written.

Executed in triplicate.
Witness:
Fred W. Shotwell



Billings Dental Supply Co.
By B. P. Billings, Vice President
Attest: George F. Jones, Secretary.



Fred W. Shotwell

American Security Company
By G. A. Rohrbough, President
Attest: C. C. Shimer, Secretary



Fred W. Shotwell.

Fireproof Building Company
By C. M. Skinner, President
Attest: George E. Morris, Assistant Secretary.

State of Nebraska }
County of Douglas } SS

On this 27th day of December, 1920, before me, a Notary Public duly qualified and commissioned in and for said county and State, personally appeared B. P. Billings, Vice President, and George F. Jones Secretary of the Billings Dental Supply Co., a corporation; and G.A. Rohrbough, Secretary of American Security Company, a cor-

MISCELLANEOUS RECORD, No. 51

poration; and C. M. Skinner President, and George E. Morris, Assist. Secretary of Fireproof Building Company, a corporation, to me known to be the identical persons who signed the above and foregoing instrument as officers of said corporations respectively, and they each and severally acknowledged the above and foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of the said corporations of which they are the respective officers as aforesaid.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, the date last aforesaid.



Fred W. Shotwell,
Notary Public.

My commission expires Aug. 23, 1924.

State of Nebraska, }
County of Douglas. } ss.

Entered on Numerical Index and filed for Record
in the Register of Deeds Office of said County, the
4th day of February, A.D. 1921, at 3.00 o'clock P.M.

Harry Pearce,
Register of Deeds,
Compared By
W&P.

4. Land Contract. & Asgn.)
Frank J. Stanek & Wife.)
to)
Lawrence Larson.)

THIS AGREEMENT, Made the Seventeenth day of December A.D. 1918
between Frank J. Stanek and Elsie Stanek (husband and wife) parties
of the first part, and Lawrence Larson party of the second part.

WITNESSETH, That said parties of the first part agree to sell and convey to said party of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Douglas and State of Nebraska, to-wit: Lot Six (6) in Block Three (3) in Vassar Place, an Addition to the City of Omaha, as surveyed, platted and recorded. The party of the second part hereby agrees to pay any and all taxes levied or assessed upon this contract of sale or the debt or obligation due the parties of the first part as evidenced thereby before the same by law become delinquent and save the parties of the first part harmless therefrom.

Said party of the second part agrees to purchase said real estate from said parties of the first part, and to pay to them, as the purchase price for the same, the sum of Twelve Hundred and no/100(\$1200.00) dollars, in payment as follows: One Hundred and no/100 Dollars (\$100.00) cash in hand, the receipt whereof is hereby acknowledged and Eleven Hundred and no/100 Dollars (\$1100.00) together with interest thereon at the rate of Six Per Cent (6%) per annum to be paid as follows, - Fifteen and no/100 Dollars (\$15.00) on the 1st day of January 1919 and Fifteen and no/100 Dollars(\$15.00) on the 1st day of each and every month thereafter until the whole of the said sum of Eleven Hundred and no/100 Dollars (\$1100.00) and interest thereon at the said rate on all of the said sum of Eleven Hundred and no/100 Dollars (\$1100.00), unpaid, is wholly paid. Provided that in addition to the regular monthly payment of \$15.00, \$5.00, or any multiple thereof may be paid on the 1st day of any month.

All of said deferred payments bear interest at the rate of Six (6) per cent per annum, payable monthly from date until due, and thereafter at the rate of ten per cent per annum until paid.