

BOOK 216 PAGE 239

CONTRACT

This agreement, made this 2nd day of September, A. D.,
 19 46 by and between George N. Aulabaugh and Augusta^A Aulabaugh, husband
and wife,
 party of the first part, and Nola B. Henderson
 party of the second part, WITNESSETH:

The party of the first part hereby agrees to sell to said party of the second part, and said party of the second part agrees to purchase from said party of the first part, on the terms hereinafter mentioned the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

The North Eleven (11) feet of Lot Eleven (11), together with the South Twenty (20) feet of Lot Twelve (12), Block Five (5), Boggs and Hill's Second Addition to the City of Omaha, as surveyed, platted and recorded.

Subject to the last half of the county and state taxes for the year 1945 and the last half of the city taxes for the year 1946 and to all subsequent taxes and assessments levied or assessed on and after this date.

h.n.x. gna First party also agrees to sell ~~Subject to~~ an easement for water service purposes across and through the northerly portion of the South 29 feet of Lot Eleven (11), Block Five (5), BOGG'S AND HILL'S SECOND ADDITION, running from the house located on the land first above described; thence southwesterly to a point a foot or so south of the division line between the two tracts above described and near the front portion of the houses located thereon; thence west parallel with and a foot or so south of said division line to connect with the water main in Park Avenue, including the right to maintain, repair or replace said water line.

(over)

Said party of the second part hereby agrees to pay said party of the first part for said property the sum of Two Thousand Nine Hundred Fifty and no/100- - - - - - Dollars,
 payable as follows: Six Hundred and no/100- - - - - - Dollars,
 in cash, the receipt whereof is hereby acknowledged, and Two Thousand Three Hundred Fifty and no/100- - - - - - Dollars,
 being the balance of said purchase price, with interest thereon from date hereof at the rate of 6 % per annum, in monthly installments of Thirty and no/100- - - - - - Dollars,
 each, the first installment of \$30.00 being payable on the 2nd day of October 1946, and \$ 30.00 being payable on the 2nd day of each and every month thereafter until said purchase price and interest have been fully paid, each of said monthly installments to be applied first on the accrued interest on the unpaid purchase price, and the balance on said purchase price.

The party of the second part reserves the right of paying any sum in excess of said monthly installments at any payment date, with the right to a

BOOK 216 PAGE 240

It is understood that at the present time the above premises are subject to a first mortgage in the principal sum of \$18,000.00, recorded in Book 915 Page 9 of the Mortgage Records of Douglas County, Nebraska, originally in favor of Guarantee Mutual Life Company and that in event first party should default in any of the payments of either principal or interest now or hereafter due under the terms and provisions of said mortgage and the note secured thereby, or any extensions or renewals thereof, the second parties shall have the privilege of making the payments due hereunder to said Guarantee Mutual Life Company to be applied on said mortgaged indebtedness, until the delinquencies thereon are caught up, and any such payments so made on said mortgaged indebtedness shall be credited as payments on this contract and the note executed in connection herewith.

BOOK 216 PAGE 241

credit for the purpose of stopping interest. All payments to be made at the office of the ~~Equity Building Company, Inc.~~ ^{Equity Building Company, Inc.} in the City of Omaha, Nebraska. The amount secured hereby shall bear interest at the rate of 9% per annum after the maturity thereof, whether the same becomes due by lapse of time or by reason of default in the payment of any of said monthly installments as herein provided for.

The party of the second part agrees to pay all taxes and assessments levied and assessed against said real estate when due and before the same become by law delinquent, and to keep the buildings on said real estate insured in a company or companies to be approved by party of the first part in the sum of not less than \$ 2350.00 against loss or damage by reason of fire, tornado, or hailstorm, the policies therefor to be made payable to the parties hereto as their interests may appear, all such policies to be deposited with the party of the first part.

If the party of the second part fails to pay any such taxes or assessments before the same become delinquent, or fails to keep the buildings on said real estate insured as above provided for, then the party of the first part may pay such taxes and assessments and may procure and pay for such insurance. Any sums paid by said party of the first part for any such insurance, taxes, or assessments, together with interest thereon at the rate of 9% per annum from date of such payment, may be added to the purchase price of said real estate remaining due and unpaid, and in such case the monthly installments thereafter paid by the party of the second part pursuant to the terms of this contract shall be first applied to the satisfaction of the sums so paid by the party of the first part on account of any such taxes, assessments, or insurance.

The said party of the second part further agrees to pay any tax levied or assessed upon this contract, or on the debt or obligation secured hereby, or on the interest of the vendor in said real estate.

The party of the second part further agrees to commit no waste on said premises and to keep the same in good repair.

It is further agreed by and between the parties hereto that when the said purchase price and the interest thereon, together with any amounts paid by the first party for taxes, assessments, or insurance, with interest thereon as above provided for, shall have been fully paid by said party of the second part, said party of the first part will make and deliver a warranty deed conveying said real estate to said party of the second part, free and clear of all liens or encumbrances, except as above provided for, subject, however to any liens or encumbrances created by or arising by reason of any acts of said party of the second part, and the party of the first part will at such time furnish to the party of the second part an abstract of title to said real estate showing good and merchantable title to said real estate in the party of the first part as of this date.

It is further agreed by and between the parties hereto that if the party of the second part fails, refuses or neglects to pay said purchase money and interest thereon as herein provided for, or fails or neglects to pay any taxes or assessments before the same become delinquent, or fails to keep and perform any of the other terms and conditions of this agreement on her part to be kept and performed, as herein provided for, then said party of the first part, at their option, may at once and without notice declare the whole amount of the purchase price remaining unpaid at once due and collectible.

It is further understood and agreed by and between the parties hereto that if the party of the second part fails to pay any of said monthly installments, or any part thereof, when due, or fails to keep and perform any of the other terms and conditions of this agreement on her part to be kept and performed, as herein provided for, time being of the essence of this contract, then and in such case the party of the first part, at their option may cancel this contract, and without notice, and in the event of the exercise of such option by the party of the first part, any payments made in accordance with this contract shall be considered as rent for the use of said premises and shall be so applied by party of the first part.

It is further agreed that failure to exercise said options, or any of them, by said party of the first part at any time shall not constitute a waiver

BOOK 216 PAGE 242

with respect thereto, or with respect to any subsequent breach of the terms of this contract by said party of the second part.

The party of the second part shall be entitled to possession of said premises so long as she shall comply with the foregoing terms of this agreement, but upon her failure to comply with the same, or any thereof, the right of said party of the second part to possession is to immediately terminate, and the party of the second part shall thereupon surrender possession of said premises to the party of the first part.

The parties hereto respectively bind themselves, their heirs, assigns successors and legal representatives, to the faithful performance of the terms of this agreement. This contract shall not be assigned by the party of the second part unless the consent thereof of the party of the first part, in writing, shall have been first obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Executed in duplicate
in the presence of:

M. C. Kennedy
Com. V.

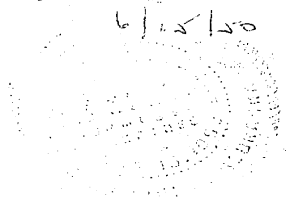
Augusta A. Aulabaugh
George N. Aulabaugh
Notary Public

State of Nebraska, }
Douglas County } ss

On this 6 day of September, 1946 before me, a Notary Public in and for said County, personally came the above named George N. Aulabaugh and Augusta Aulabaugh, 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.

My commission expires:



Com. V.
Notary Public

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14 Sept 46 11:46 A: 2.15

11:45 A-M