

6035

party of the first part, and Luther F. Davis and Ann Peterson Davis,
husband and wife,
 as joint tenants with right of survivorship and not as tenants in common
 parties of the second part. WITNESSETH:

The fourth, twenty-nine (29) feet or lot eleven (11) is Block Five (5), and said fifth second addition to the City of Omaha, as surveyed, is shown on the plan.

subject to the last 1/2 of the County and State taxes levied in 1911 on the last half of the city and for the remainder of the year 1911 and on 3/4 and some amount levied in 1912.

Said parties of the second part hereby agree to pay said party of the first part for said property the sum of

Example on follows: FILE: MAIL-MAIL no/100- - - - -

_____ Dollars in cash, the receipt whereof is hereby acknowledged, and

being the balance of said purchase price, with interest thereon from date thereof at the rate of 6 per annum, in monthly installments of

\$100.00

Dollars

on the 15th day of each and every month thereafter as evidenced by one certain promissory note of even date herewith, 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.

It is understood that at the present time the above premises are subject to a first mortgage in the principal sum of \$10,000.00, recorded in Book 918 at 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 or 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.

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The parties of the second part reserve the right of paying any sum in excess of said monthly installments at any payment date, with the right to a credit for the purpose of stopping interest. All payments to be made at the office of the PAULABAUGH RICE COMPANY, 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 parties of the second part agree 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

the 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 parties of the second part fail to pay any such taxes or assessments before the same become delinquent, or fail 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 the 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 parties 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 parties of the second part further agree 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 Parties of the second part further agree 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 parties of the second part, said party of the first part will make and deliver to said parties of the second part, a warranty deed conveying said real estate to them as joint tenants as aforesaid 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 parties of the second part, and the party of the first part will at such time furnish to the parties of the second part an abstract of title to said real estate showing a 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 parties of the second part fail, refuse, or neglect to pay said purchase money and interest thereon as herein provided for, or fail or neglect to pay any taxes or assessments before the same become delinquent, or fail to keep the buildings on said real estate insured as above provided for, or fail to keep and perform any of the other terms and conditions of this agreement on their part to be kept and performed, as herein provided for, then said party of the first part, at its 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 parties of the second part fail to pay any of said monthly installments, or any part thereof, when due, or fail to keep and perform any of the other terms and conditions of this agreement on their 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 its option, may cancel this contract, and without notice, and

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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 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 they shall comply with the foregoing terms of this agreement, but upon their 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
Ray Selmer

Augusta A. Aulabaugh
George N. Aulabaugh
Luther F. Davis
Eann Peterson Davis

State of Nebraska, } ss
Douglas County

On this 4 day of August 19 46 before me, a Notary Public in and for said County, personally came the above named George N. Aulabaugh and Augusta A. Aulabaugh, husband and wife, who are personally known to me to be the identical person s whose name s are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

Tom. V.
Notary Public

My commission expires: 6/15/50

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RECORDED BY DOUGLAS COUNTY INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE OF DOUGLAS COUNTY, NEBRASKA
21 DAY OCT 1946 AT 11:00 P.M. THOMAS J. O'CONNOR REGISTER OF DEEDS

2.00