



on the North, which said easement was granted by the grantors herein to Monette W. Kerns by deed dated December 10, 1937, and filed on December 13, 1937 in the office of the Register of Deeds of Douglas County, Nebraska, and recorded in Book 618 of the Deed Records of said office, at page 259; and subject to a like easement heretofore granted by the grantors herein to Daisy Hirsh Monsky by deed dated December 27, 1937, and filed on the 28th day of December, 1937, in the office of the Register of Deeds of Douglas County, Nebraska, and recorded in Book 643 of the Deed Records of said office, at page 562; together with and also hereby conveying to the grantees herein, their heirs and assigns, an easement of right of way for the purpose of ingress to and egress from the property hereinabove conveyed over and across said private road, said road being more particularly described as follows: A certain strip of ground and the paved road located thereon running through Lot Fifteen (15) and the South One-half of Lot Six (6), in said Pierson's Sub-division, said strip and road being 11 Feet wide and being 5½ Feet on each side of and measured at right angles to the following described center line, and the easterly and westerly lines of said strip and road, being parallel to the said following described center line, to-wit: Commencing at a point 60 Feet North and 427.7 Feet East of the Southwest corner of the Southeast Quarter (¼) of Section Fifteen (15), Township Fifteen (15), North, Range Twelve (12), East of the Sixth Principal Meridian in Douglas County, Nebraska, said point being on the North line of the Dodge Street highway; thence North no degrees 26 minutes, East 497.6 Feet to the P.C. of a 9 degree and 30 minute curve to the left, thence along said curve 145.4 Feet to the P.T. of said curve; thence North 13 degrees 23 minutes West 73 Feet to a point 337.8 Feet East of the East line of Ninetieth Street; thence along said curve 204.3 Feet to a point on the North line of the South One-half (½) of said Lot Six (6), 333 Feet East of the East line of Ninetieth Street; together with and also hereby conveying to the grantees herein, their heirs and assigns, an easement and right to maintain at all times laterals for sewer, cess pool, septic tank and drainage now located on the following described land, adjacent to the land herein conveyed and joining the same on the east, more particularly described as follows, to-wit: Beginning at a point 118.5 Feet North of the Southeast corner of Lot Six (6), Pierson's Sub-division, thence West 151 Feet parallel to the North line of the South One-half (½) of said Lot Six (6), thence South 211.9 Feet, thence East 151 Feet to the East line of Lot Fifteen (15), Pierson's Sub-division, thence North along the East line of said Lots Fifteen (15) and Six (6), 211.9 Feet, to place of beginning;

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, however, to the following conditions and restrictions:

The grantees herein, their heirs, successors and assigns, shall not build, or cause or permit to be built, any building, house, addition, outhouse, garage or other structure or improvement on any part of the real estate herein conveyed West of the West line of the residence now located on said real estate extended southward to the South line of the real estate herein conveyed; and grantors herein, their heirs, successors and assigns, shall not build, or cause to be built any outhouses, garages or improvements immediately West or North of the residence located on the real estate herein conveyed, save and except grantors, their heirs, successors and assigns, reserve the right to build and construct a sun porch on the South end of the residence of grantors.

Grantors and grantees, each for themselves, their successors and assigns, and as respects the parcels of ground owned by them respectively, agree that for and during the period of Twenty (20) years from the date hereof the South One-half (½) of Lot Six (6) and all of Lot Fifteen (15) of said Pierson's Subdivision shall be used only for private family residence purposes,

and no building shall be erected thereon or on any part thereof other than a single family detached dwelling at a minimum cost of construction of Ten Thousand (\$10,000.00) Dollars with necessary garage of same material and architecture as the dwelling.

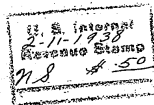
IT BEING THE INTENTION OF ALL PARTIES HERETO THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

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.

This deed is given and accepted for the purpose of correcting the description and conditions and restrictions in a former deed, dated December 6, 1934, recorded January 15, 1935, in Book 620 of Deeds, at Page 290 of the records of Douglas County, Nebraska, between the same parties, and including therein the land covered by the option dated January 14, 1934, recorded November 14, 1936 in Book 119, at Page 540 of the records of said County.

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of February, A.D. 1938.

In Presence of:  
Nora Campbell



Nelle Schall  
William A. Schall

State of Nebraska }  
County of Douglas ) ss

On this 11th day of February, A.D. 1938, before me, a Notary Public in and for said County, personally came the above named Nelle Schall and William A. Schall, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged the said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Nora Campbell  
Notary Public



State of Nebraska }  
County of Douglas ) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 15th day of February, A.D., 1938, at 11:10 o'clock, A.M.  
Thomas J.O' Connor,

Register of Deeds.

Compared by T&W