

# MISCELLANEOUS RECORD, No. 61

reason of the holding over of said second party without permission. And second party further agrees, that in the event of legal proceedings for the enforcement of this contract or in connection therewith owing to failure of second party to fulfill the said agreements, then a reasonable sum is to be allowed party of the first part as attorney fees as a part of any judgment that may be rendered.

VI. And the party of the second part hereby covenants to and with the party of the first part, that all buildings and improvements now upon, or hereafter to be placed upon said premises, shall stand as security for the payment of all damages which the said party of the first part shall sustain by the non-fulfillment of this Contract, and shall not be removed from said premises without the written consent of the party of the first part on the payment of all said damages.

THIS IS A DUPLICATE CONTRACT, And it is Further Agreed: That no sale, transfer, assignment or pledge of this Contract shall be in any manner binding upon the party of the first part, unless his consent in writing is endorsed on the copy, in the hands of the party of the second part, to such sale, transfer, assignment or pledge.

It is agreed and understood that the delinquent taxes are to be paid from the monthly payments. Taxes to be paid are County from 1912 to 1922 inclusive, City from 1912 to 1923 inclusive. Sewer, water - 1st installment Chicago Street Paving.

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

IN PRESENCE OF  
A. I. Creigh

Earl H. Hays  
Irene L. Strong

State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 10th day of July, A.D., 1923, at 10:30 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by W&M.

3. AGREEMENT  
Metropolitan Utilities Dist.  
and  
Benson Realty Co., et al.

THIS AGREEMENT, between THE METROPOLITAN UTILITIES DISTRICT, first party, and Benson Realty Company, second party,  
WITNESSETH:-

That, for good and valuable consideration, a license, privilege or permit shall be granted to the second party, subject to the rules and regulations of the said METROPOLITAN UTILITIES DISTRICT in that behalf, to make a connection for the supply of water to the premises on the following-described real estate, situate in the county of Douglas, state of Nebraska, and more particularly described as follows, to-wit:

Lots 13 and 14 in Block 111 Dundee Place an Addition to City of Omaha, Douglas County Nebraska.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above-described real estate, and Omaha Loan & Building Association, mortgage released on 7/10/23 agrees, in the event said above-described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said second party and said mortgagee will and do hereby waive all objections to

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the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said Water Main District; and that said second party will re-connect the service herein provided for with any permanent service main installed by said first party and at second party's expense.

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

WITNESS OUR HANDS this 6 day of July, 1923.

Witness:

Jesse L. Hiatt

METROPOLITAN UTILITIES DISTRICT,

By Frances J. Gibb, Asst. Secy.

Benson Realty Co.,

By J. L. Hiatt Co. Agents

By Ruth H. Clark, Vice-Pres

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 6th day of July, 1923, before the undersigned, a Notary Public in and for said county, appeared Ruth H. Clark Vice-Pres. of J. L. Hiatt Co. a Corp. duly authorized by Benson Realty Company to execute the foregoing instrument, personally known to me to be the person whose name affixed to the foregoing instrument, and acknowledged the same to be voluntary act and deed and the voluntary act and deed of the above named corporation.

WITNESS MY HAND and seal the day and date last above written.

Robert A. Nelson

Notary Public.



State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of deeds' Office of said County, the 10th day of July, A.D., 1923, at 8:00 o'clock A.M.  
Harry Pearce,

Register of Deeds.

Compared by W&M.

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4. LAND CONTRACT. )  
Harold J. Grove, )  
                  and )  
Werner F. Rispler, )

THIS AGREEMENT, Made the Fifth day of May, A.D. 1923, between Harold J. Grove, party of the first part, and Werner F. Rispler, single, party of the second part.

WITNESSETH, That said party of the first part agrees 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: West Forty (40) feet Lot Six (6) and the East Four (4) feet of Lot Seven (7), Block Twenty Eight (28), Benson Addition to the City of Omaha as surveyed, platted and recorded,

Said party of the second part agrees to purchase said real estate from said party of the first part, and to pay to him, as the purchase price for the same, the sum of Forty Six Hundred Twenty (\$4620.00) dollars, in payment as follows: Two Hundred Dollars (\$200.00) cash in hand receipt whereof is hereby acknowledged and Two Hundred Dollars Cash June 1, 1923, and One Hundred Dollars (\$100.00) cash on or before May 5, 1924 and Forty Five Dollars (\$45.00) on the first day of July A.D. 1923, and Forty Five Dollars (\$45.00) on the first day of each and every month thereafter until the whole amount together with interest at the rate of Sixty Cents