

AGREEMENT

Among Co-Owners

THIS AGREEMENT, made and entered into this 28th day of June, 1949, by

and between

William L. Empkey and Regina Empkey, husband and wife,
Chauncey V. Campbell and Mildred G. Campbell, husband and wife,
Albert D. Gallaher, single, and
John F. Meehan and Genevieve C. Meehan, husband and wife,

WITNESSETH:

THAT, WHEREAS, the parties have acquired title to certain real estate situate in the county of
Douglas and the State of Nebraska, and described as follows, to wit:

The South 40 feet of Lots Eleven (11) and Twelve (12),
Cherry Garden, an addition to the City of Omaha as
surveyed, platted and recorded

AND, WHEREAS, the said real estate is improved with an apartment dwelling or building ~~XXXXX~~
~~XXXXXXXXXX~~ and

WHEREAS, the said parties desire to make more definite and certain their respective rights and obligations with regard to the use and occupancy of space within said buildings, and regarding their obligations with respect to the maintenance and upkeep thereof and the payment of such charges and expenses as may be allocable to one, or more, or all owners of exclusive occupancy rights of the dwelling units or apartments in said building; and

WHEREAS, the said parties (husband and wife, or two or more persons having exclusive use and possession of one apartment unit as designated in paragraph 1 below, being considered as one party for the purpose of the wording of this Agreement) have in connection with the purchase of said premises made and delivered their individual notes, all secured by a certain mortgage, dated June 28, 1949, from the said parties, as Mortgagors to the National Company of Omaha, as Mortgagee, and which has been filed for record in the office of Register of Deeds, Douglas County, on June 30, 1949 (hereinafter called "Mortgage"). Such notes and mortgage

were given for the payment of a portion of the purchase cost of the premises, and under the terms of which instruments the parties are obligated to make certain payments of principal and interest, and for deposits with the Mortgagee for taxes and insurance on the premises, and to keep and perform all covenants contained in such instruments; and

WHEREAS, title to the premises (subject to the mortgage) may be conveyed by said parties:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), by each of said parties to the oth-

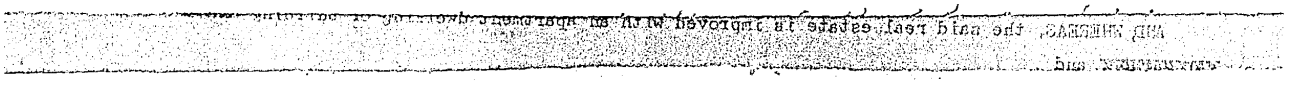
er paid, receipt of which is hereby acknowledged, and in consideration of the mutual promises and agreements herein, it is agreed among said parties as follows:

1. That said parties shall occupy the premises for their own use, and do hereby convey and grant to each party the exclusive use and possession of the apartment unit, apartment space, or dwelling unit in said building as designated immediately below his name, as follows:

- 1. To William L. Empey and ~~Hess~~ Regina Empey, his wife, the West apartment (Apt. No. 1) on the first floor; such party's proportionate share of the general expense is 25%.
- 2. To Chauncey V. Campbell and Mildred G. Campbell, his wife, the East apartment (Apt. No. 2) on the first floor; such party's proportionate share of the general expense is 25%.
- 3. To Albert D. Gallaher, single, the East apartment (Apt. No. 4) on the second floor; such party's proportionate share of the general expense is 25%.
- 4. To John F. Meehan and Genevieve G. Meehan, his wife, the West apartment (Apt. No. 3) on the second floor; such party's proportionate share of the general expense is 25%.
- 5.
- 6.

The above designated proportionate shares of general expenses apply to taxes, other public charges, and other items in regard to the premises, for which each party is obligated proportionately.

All apartment units, lots or such real estate which are not specifically designated for exclusive use by this paragraph shall be available for rental (except if it is reserved by law, or such), and each party shall be entitled to occupy the same. The undivided interest of a party is hereafter further subdivided shall not change or impair the right of the owner or owners of such undivided interest to or apart therefrom, to convey, without consent of person named in or an incident of owner's, of other the premises and will have the same designated in this agreement and of any apartment unit designated as an apartment to such undivided interest of a party.



2. Said parties do hereby grant and convey to each of said parties the exclusive use and possession of any storage room in the basement or other portions of said building which may have been designated on the plans and specifications thereof as appurtenant to the apartment occupied by said party (which plans and specifications are incorporated by reference and made a part hereof), or as now may be so designated by markings on any such storage rooms if no such designation is on any plans or specifications. Similar designation and rights shall apply to the garage or automobile parking areas containing spaces for at least one automobile per dwelling unit. If the storage and parking areas are not arranged or of size as aforesaid, the agreements of a majority of the parties shall govern the use thereof, but such agreements shall be fair and reasonable.

3. Except for any storage rooms heretofore described, the basement, and any other areas of the premises in which any such storage space is situate, shall be for the common use of all parties. No portion of said basement or other area shall be partitioned off or substantially altered by one party except upon consent and agreement in writing of all parties hereto, but a majority of the parties may make reasonable and fair provisions for providing storage areas not now existent.

4. Each party is obligated to share proportionately in the work and expense of maintaining and keeping up the building as a first class apartment house, and in keeping alleys, driveways, automobile parking areas, yards, courts, and sidewalks of the premises clean, free from snow and ice, and in good condition and repair. The expense of maintaining and keeping in good repair the foundations, walls, supports, basement, roof, gutters, beams, and any and all main or principal pipes or ducts for carrying water, gas, and heat throughout the building, and any and all apparatus intended for the general service of the building

or other parts of the premises shall be borne proportionately by each party. The supervision of maintenance, repairs, replacements and general operation, keeping up the entire building and other areas of the premises, or areas appurtenant thereto, and all repairs, replacements and comparable tasks for more than one party, but for less than all parties, shall be done under the supervision and direction of such person or persons designated by a majority of the parties from time to time. Such designated person or persons may be a firm, corporation or public official, and, if an individual or individuals, need not be one or more of the parties hereto. The designation may be for all such purposes or for one or more thereof. If such designated person or persons is a party or parties hereto, the delegated authority to act shall be liberally construed in favor of having been so delegated, including authority to make contracts on behalf of all parties or the particular parties in interest, to sue in the name and on the behalf of all parties or the particular parties and to collect on their behalf, and on behalf of all parties to receive proceeds of any insurance herein mentioned, to compromise and settle claims therefor, and properly to apply the proceeds of such insurance, or settlement or claim thereon. In like manner, and with comparable authority, and from time to time, such majority of the parties may designate a person or persons to collect from the respective parties for any or all items for which such parties are proportionately liable, and to apply such collections for the purposes for which collected.

and to determine the time for payment of any such amount either in anticipation of the need for funds for any such purpose or to pay debt already incurred for such purpose.

5. Each party shall bear his proportionate share of taxes, special assessments, water rates and other public charges levied, assessed or imposed against the real estate and building, in payment of water bills, in the costs of various forms of insurance upon the whole premises (including public liability and other personal or statutory liability insurance), in the expenses of lighting halls and stairways used by more than one dwelling unit, and in the payment of any other items chargeable against, or which shall relate to, all apartment or dwelling units, or to the entire parcel of realty or ownership thereof, or to the whole of said building. Each party shall be responsible for the cost of, and attention to, the operation and maintenance of any space or heating unit, water heating unit or other facility providing only his dwelling unit, but in the event one space-heating unit or one water-heating unit supplies heat or hot water, or other facility serves, more than one apartment, the expense of fuel, operation and maintenance of such one unit or facility utilized for several or all apartments shall be borne proportionately by the parties having exclusive occupancy rights in such apartments.

6. Each party, at his own expense, shall keep and maintain the interior of his apartment unit and any storage room appurtenant thereto in good and tenantable condition and in good repair, and each party, at his own expense, shall bear the cost of decorating the interior of said apartment unit and of repair and replacement of stoves, refrigerators, and other fixtures or appliances therein, from time to time.

7. The expense of any repairs, the cost of which is by the other terms of this agreement to be shared proportionately, which shall result from the negligence or willful acts of any party, his family, or guests, shall be borne by the party whose negligent or willful act, or the negligent or willful act of whose family or guest, necessitated said repairs.

8. In the event that any party, either through his failure to make his share of the payments required thereunder when due, or through breach of any other condition thereof, shall cause a default under the terms of the mortgage hereinabove described, entitling the Mortgagee to foreclose the mortgage, then the parties not causing such default or any of them is hereby granted the right for a period until said default is cured or until the entry of foreclosure judgment or decree, to purchase all right, title and interest of such defaulting party in and to the premises at a price to be determined by appraisal of three (3) independent real estate appraisers, having at least ten years experience in the appraisal of real estate, one appraiser to be selected by the defaulting party, one by the purchasing party or parties, and the third by the first two. The price agreed upon by any two of said appraisers shall control.

9. The election of such non-defaulting party or parties to purchase the interest of such defaulting party shall be made by notice in writing delivered to defaulting party or mailed to his last known address by registered mail. If such defaulting party cures the default before the purchase is completed, but after service of notice of election to purchase by such non-defaulting party, it is agreed that such defaulting party shall be liable for all costs, fees, and expenses incurred in connection with said election to purchase and such foreclosure proceedings.

10. If such defaulting party shall fail or refuse to select an appraiser as above provided, or shall fail to notify purchasing party of said selection within ten (10) days after service of the notice of election to purchase, then the appraisal shall be made by the appraiser selected by purchasing party or parties, and his appraisal shall control.

11. In the event of any default giving rise to a right in the Mortgagee to foreclose the mortgage, the party or parties not causing such default may, but shall not be obligated to, advance any sums necessary to cure the default and may elect to pay any or all amounts required of the defaulting party so long as such defaulting party is unable, or fails or refuses to pay. In such event the party or parties advancing the funds shall be entitled to repayment with interest at four (4) per cent per annum from the date of each advance until the date of repayment by such defaulting party, and the party or parties making such advances is hereby given a lien on the interest of such defaulting party in the property covered by the mortgage to secure repayment of said advances and interest due thereon. If, after making advances, such non-defaulting party or parties shall elect to purchase the interest of such defaulting party, under the terms of this agreement, the amount of advances and interest by the parties so electing shall be credited on such purchase price.

12. Upon completion of the appraisal of the right, title and interest of the defaulting party, such non-defaulting party or parties desiring to purchase the right, title and interest of such defaulting party shall deliver to such defaulting party a copy of the appraisal, which delivery may be made in person or by registered mail addressed to the defaulting party at his last known address. Upon the expiration of ten days from the date of delivery of the copy of the appraisal to such defaulting party, or if not delivered in person at the expiration of ten days from the date of mailing of such copy to such defaulting party, and upon tender of payment to such defaulting party of the amount of such appraisal, such defaulting party shall forthwith execute and deliver to such non-defaulting party or parties desiring to purchase, a good and sufficient conveyance of all of such defaulting party's right, title and interest in the premises. The parties hereto agree that the execution and delivery of such conveyance, if not voluntarily made by such defaulting party may be made by such person as a court of competent jurisdiction may designate in any action instituted to enforce the provisions hereof in regard to sale of such defaulting party's right, title and interest in the premises.

The non-defaulting parties desiring so to purchase together each interest shall have the prior right so to purchase, in preference to one such party who desires so to purchase. If more than one party desires alone to purchase such interest, and they cannot agree as to which one of them is to be the purchaser, or to purchase together, the one entitled to purchase shall be selected by lot.

~~This agreement is hereby assigned to the undersigned and the undersigned hereby agrees to assign the same to the undersigned.~~

13. In the event of any default which shall have continued for a period of three months or more under the terms of the mortgage hereinabove described without the exercise, by party or parties not causing such default, of the option provided for in paragraphs 8 through 12 herein, then the Administrator of Veterans Affairs, if insurer or guarantor of all or part of any indebtedness secured by said mortgage, pursuant to the Federal statute known as the Servicemen's Readjustment Act of 1944, as amended, shall be entitled to exercise said option in the same manner as prescribed in said paragraphs and to acquire the interest of such defaulting party or parties. If it is finally adjudicated that this paragraph is unenforceable, this paragraph shall be considered severable, and the remainder of this agreement shall not be affected thereby.

14. No part of the premises shall be used for any other purpose than as a private residence; no party shall suffer anything to be done or kept within his apartment or storage space which will increase the rate of fire insurance upon said building or the contents thereof, or which will obstruct or interfere with the rights of the other parties, or that will injure the reputation of the premises. No party shall suffer or permit any mechanical, materialmen's or other lien to attach to or remain on all undivided interests in the premises, by reason of any decorating or other work in his designated dwelling unit, repairs or replacement of space or water heating units utilized solely for such dwelling unit, or for other work or materials which he alone, or with other parties less than all parties, has done or furnished for the use or benefit of less than all parties.

A majority of the parties shall have the power to make, alter and modify reasonable rules for the conduct of occupants of the property, including rules pertaining to hours for playing radios, musical instruments, etc., for use of or access to storage rooms, etc. and for keeping stairways and access areas clear of personalty.

15. Each party shall pay such of his own gas, electric, telephone and other utility bills, as are separately metered, separately supplied to the apartment of such party by the utility company or authority, or are susceptible of separate billing to the respective parties. The expense of any such utility service which is supplied to the building without separate metering, or without separate supply to the other apartments by said utility company or authority, or without separate billing to the respective parties, shall be borne proportionately by the parties whose apartments utilize such services in common.

16. Subject to the provisions of this agreement, any party may sell and assign all his right, title and interest in the premises, or may let or rent the designated apartment or dwelling unit and appurtenant

A
- 4 -

occupancy rights to the full extent of his rights and occupancy as defined in this agreement; provided, however, that in case of sale, any party or parties not selling shall have one (1) month after written notice of the intention to sell within which to exercise a prior and first right to purchase the selling party's interest at the same price, but for cash and not on the same terms of payment, the selling party has offered or intends offering his interest to other purchaser. Written notice of intention to sell, stating the terms of proposed sale and the price, shall be delivered to the parties not selling, either personally or by registered mail, and if such parties or any of them desire to exercise the option herein granted, they shall, within the one (1) month provided for, deliver to selling party, personally or by registered mail to his last known address, written notice of the exercise of the prior option to buy for cash but otherwise upon the terms expressed in the notice of intention to sell. The provisions of this paragraph shall not be applicable to the sale, conveyance or transfer, of the right, title, and interest in the premises, of a party to the holder of the mortgage hereinabove specifically mentioned, or to the Administrator of Veterans Affairs by reason of any valid or purported guaranty of any indebtedness secured by said mortgage as aforesaid, without necessity of the actual existence of circumstances whereby such sale, conveyance or transfer is in an effort to avoid any default or foreclosure, or is in lieu of default or foreclosure.

Two parties desiring so to purchase together such interest shall have the prior right so to purchase, in preference to one such party who desires so to purchase. If more than one party desires alone to purchase such interest, and they cannot agree as to which of them is to be the purchaser, or to purchase together, the one entitled to purchase shall be selected by lot. The provisions of this paragraph shall not be applicable to the sale, conveyance or transfer by a party to his spouse or blood relative, or sale pursuant to mortgage or judicial process, or to sales or transfers by the personal representative of a deceased party.

17. No part of said premises shall be used as a boarding or lodging house, or for a school, or to give instructions in music or singing, and none of the rooms thereof shall be offered for rent by placing notices on any door, window, or wall of the building. No part of said premises shall be used for any commercial or professional purposes, except as specifically stated, as follows:

NONE

18. In case any disagreement or difference shall arise among the parties hereto or any person claiming under them in relation to this agreement or arising thereunder, whether as to the construction or operation thereof, or the respective rights and liabilities thereunder, such disagreement or difference shall be referred to an arbitrator, or if the parties cannot agree upon a single arbitrator, then to three arbitrators, one to be appointed by each party so disagreeing, and the third to be appointed by the two so by the parties appointed; and when so referred, the award in writing signed by the arbitrators or by any two arbitrators if there be three appointed shall be final; provided that such award shall be made within thirty (30) days after the reference to the said arbitrators. If, after agreeing to refer a dispute to arbitration, either party shall refuse or neglect to appoint an arbitrator within five (5) days after the other shall have appointed an arbitrator and served written notice thereof upon the other requiring him to appoint an arbitrator, then the arbitrator so appointed by the first party shall have power to proceed to arbitrate and determine the matter of disagreement or difference as if he were an arbitrator appointed by both the parties hereto for that purpose, and his award (in writing signed by him) shall be final; provided that such award shall be made within thirty (30) days after such refusal or neglect of the other party to appoint an arbitrator. The costs and expenses of the arbitration shall be borne and paid as the arbitrator or arbitrators shall by award direct. The arbitrator or arbitrators shall have full power to give such directions and to make such orders in the matters so referred to them as they shall think just. If this paragraph shall be held to be void, unenforceable, or unconstitutional by any Court, it is intended by the parties that this paragraph be considered severable, and the balance of this agreement shall not be affected hereby.

19. If the building is damaged or is partially destroyed by fire, except as hereinafter provided, the parties agree to repair such damage or restore such destroyed portion. For this purpose and for the purpose of better protecting the investment of the parties in the property, additional fire and other hazard insurance beyond such insurance as is required by the holder of the aforesaid mortgage, in amount or for more comprehensive or extended coverage if reasonably obtainable, shall be carried by the parties. Such additional insurance and all loss payable clauses therefor, shall not vitiate, in whole or in part, any insurance required by the holder of said mortgage. In event the parties are unable so to repair or replace such damage or partial destruction for any reason, the party so damaged in eventual use of his apartment unit or permanently damaged as to his interest in the premises shall be entitled to proportionate contribution from the other parties for any advantage, but only by way of insurance proceeds and whether such

proceeds are paid direct to such other parties or applied in reduction of any secured or unsecured indebtedness, which such other parties obtain from such insurance, due consideration to be given to the existence of any damage to or destruction of other apartment units or of the building as a whole. Such proportionate contribution shall be a charge upon the interest in the premises of the other parties obtaining such advantage, but not a personal obligation of any other party except to the extent that ~~Application~~ ^{such} other party collected and retain such insurance proceeds or the application of such insurance proceeds reduced or extinguished any indebtedness of such other party, or any indebtedness of some predecessor in interest of such other party. The party so damaged shall be liable for his proportionate contribution to repair of such damage or partial destruction of his apartment unit and of other units, or of the premises as a whole. During such repair or restoration such damaged party shall be liable for his proportionate part of general expenses (except for heat, lighting, normal use of water by occupied apartments, and comparable general expenses), taxes, etc. In event the work of such repair or restoration is not started within six months after such damage or partial destruction occurs, or is not completed within fifteen months after such damage or partial destruction occurs, such damaged party shall cease to have any liability to the other parties, as such, for general expenses, maintenance, taxes, etc., but shall continue to remain liable for his indebtedness as evidenced by his said note or by said mortgage, provided, however, that within sixteen months after such damage or partial destruction such damaged party tenders his interest in the premises, subject only to said mortgage, to the other parties for sale, upon all cash consideration, at a price to be fixed by appraisal in the manner set forth in paragraphs 8 to 12 inclusive, of this agreement. In the event such damaged party fails to so tender his interest for sale to the other parties, his liability for proportionate contribution to general expenses, taxes, etc., shall continue to be the same as during such period of repair or restoration, but his right to proportionate contribution, from the other interests in the property, for his damage (subject to reduction for any of his unpaid proportion of general expenses, taxes, etc.) shall remain unaffected. ~~In the event of actual loss~~

In the event the apartment building is so far damaged or destroyed (by fire or other hazard) that, by reason of such physical damage, or of any law or ordinance applicable thereto, repair of such building is not feasible or permissible (hereinafter sometimes called "total loss" or "destruction") there shall be no obligation, by virtue of this agreement, on any party hereto to rebuild such building. If such building is not rebuilt in event of such total loss, a party will be liable for contribution to other parties if the proceeds of insurance are applied in reduction of indebtedness of such party which is secured by said mortgage, in such manner as to make the avails of such insurance disproportionate as between the parties hereto.

~~constructive total destruction of the building, no party shall be under any obligation to any other party to rebuild, but a party may be liable for contribution to other parties if the proceeds of insurance are applied in reduction of indebtedness of such party, which is secured by said mortgage, in such manner as to make the avails of such insurance disproportionate as between the parties hereto.~~ Notwithstanding the provisions of this paragraph, any party (including successors in interest of any person who executes this agreement, regardless of the legal nature of such interest in the future) who has divested himself of the right to exclusive use and occupancy of an apartment unit (and his interest in the realty) prior to such damage, or partial or total destruction, shall not be personally liable to make any contribution, proportionate or otherwise, to any party by reason of such damage or destruction, but the right to require assignment of interest in the proceeds of any insurance, subject to the prior rights or liens of any secured or other creditor (whether by contract, operation of subrogation or other laws, or otherwise), by any person formerly having the legal liability of, or status as, a party, or to require accounting for such proceeds as are received by such person formerly a party, is not precluded by this paragraph or other provision of this agreement. The rights of each party in insurance on, or relative to, the premises shall pass to the successor in interest of such party even if any insurance policy is not changed to show such change of interest, but only to the extent, if any, that such policy is not thereby invalidated or vitiated, in whole or in part, and in event of such possible adverse effect on any such insurance, the provisions of this sentence shall be null and void to such extent.

20. All of the provisions of this instrument shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the undersigned and each of them, and each and all who shall claim through or under the undersigned, including lessees, heirs, executors, administrators, successors, and assigns of each of the parties hereto.

21. Each party, for himself, his successors and assigns, agrees not to institute legal proceedings, or to take other action, for the partition, or sale for purpose of partition or in lieu of partition in kind, of the property hereinabove described.

22 Except when an independent managing agent is utilized, the person or persons, authorized and empowered as provided in paragraph 4 above, shall be known as the committee. The committee shall furnish a surety bond or bonds, containing such provision and with such surety acceptable to a majority of the parties, if such majority of such parties so require, from time to time. Except upon the unanimous consent of all parties, neither the independent managing agent nor the committee shall have authority to incur any

obligation for structural additions to existing buildings or for additional buildings, nor to incur any obligation for repairs in excess of One Hundred dollars (\$ 100.00). Checks drawn on the account with any depository shall be signed by any two members of the committee, unless only one person constitutes such committee. The committee, as such, shall not have the authority to mortgage or similarly encumber any or all individual interests in the entire fee simple estate in the property hereinabove described. The depository hereby initially designated for such funds is **The First National Bank of Omaha**

It is hereby initially declared that the committee shall consist of **two** members, and **William L. Empey** and **Chauncey V.**

Campbell and _____ are hereby initially designated as members of the committee. Until otherwise changed by a majority of all parties, the committee shall have each and every authority which may be conferred pursuant to paragraph 4 above. Until changed by a majority of all parties, each member of the committee shall give a corporate surety bond in the sum of \$ 300.00 for the faithful performance of his duties as such member, the sureties and provisions of such bond to be acceptable to and approved by a majority of the parties, exclusive of any party from which a person is so designated as a member of such committee.

~~of the committee.~~ With the unanimous consent of all parties, an independent managing agent may be appointed to perform any or all of the duties of the committee, with the same or other authority, and upon giving such surety bond, if any, as all such parties may designate, but three of the parties may transfer the authority of such agent, as to future transactions, to the committee. ^{and generally in this agreement} For the purposes of this paragraph, ^{one party shall mean all the owners of a one-fourth undivided interest in the above described property now owned by a party hereto and attendant exclusive occupancy rights (even though sub-let by such party to another person) in an apartment, as designated above.}

23. The owners of a portion of the legal title to said property shall only be liable to the other owners for his proportion (which is chargeable to the interest in said property which he owns or controls) of the work, cost and expense of maintaining, repairing, and keeping up the building and premises, of the taxes, water bills, and insurance premiums applicable to the whole premises, lighting halls and stairways, and for the payment of any other taxes, charges, or expenses chargeable against the whole premises or against the owners of all such interests therein by virtue of such ownership, and which part so chargeable to him or his said interest (a) was unpaid when he acquired such interest, and (b) is so chargeable for the period during which he remains the owner of such interest. The provisions under (a) of the preceding sentence shall not relieve any prior owner of such interest from any liability to the owners of such other interests for amounts chargeable to such prior owner but unpaid when he was divested of his interest. For the purpose of this paragraph, taxes and other public charges shall be chargeable to such owners at the time when liability to pay such taxes and charges arises, regardless of when the same may be computed or billed. All other items of expense shall be chargeable to such owners when the liability to pay such items becomes fixed and definitely ascertainable in amount. Any claim of liability for negligence or any similar unliquidated claim shall be chargeable to such owners or an owner when such liability arises, and an owner whose interest is acquired subsequent to the time when such liability arises shall not assume any obligation to pay or contribute towards payment of any amount in discharge of such liability merely by virtue of acquiring the ownership of such interest. The parties to this agreement, and their respective successors in interest, are owners within the meaning of this paragraph.

24. The right, title and interest in said premises of each and all of the parties now existing or hereafter acquired and all of their right, powers, privileges and interest now or hereafter acquired pursuant to the terms and provisions of this agreement or otherwise by any or all of the parties, or by their respective heirs, personal representatives or assigns, are subject to and at all times shall remain junior and subordinate to the said mortgage and the notes secured thereby.

25. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. To the extent applicable and unless a contrary intent clearly is shown, particularly in respect to the use of the words "party" or "parties" in connection with the right to exclusive use and possession of one or more designated apartment units if accompanied by the ownership of One-fourth undivided interest in the realty, the word "party" or "parties" shall mean the person or persons owning such rights to exclusive use and possession (including lessors under leases) at the pertinent time, and not a predecessor in interest in such rights.

Each of the undersigned hereby relinquishes all rights of homestead, all marital rights, either in law or in equity, and all other contingent interests of such undersigned in and to the above described property.

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

In presence of:

| | |
|-----------------|------------------------------------|
| <u>AW Knapp</u> | <u>William L. Empey</u> (SEAL) |
| <u>AW Knapp</u> | <u>Regina Empey</u> (SEAL) |
| <u>AW Knapp</u> | <u>Chauncey V. Campbell</u> (SEAL) |
| <u>AW Knapp</u> | <u>Mildred G. Campbell</u> (SEAL) |
| <u>AW Knapp</u> | <u>Albert D. Gallaher</u> (SEAL) |
| <u>AW Knapp</u> | <u>John F. Meehan</u> (SEAL) |
| <u>AW Knapp</u> | <u>Genevieve C. Meehan</u> (SEAL) |
| _____ | _____ (SEAL) |
| _____ | _____ (SEAL) |
| _____ | _____ (SEAL) |
| _____ | _____ (SEAL) |
| _____ | _____ (SEAL) |

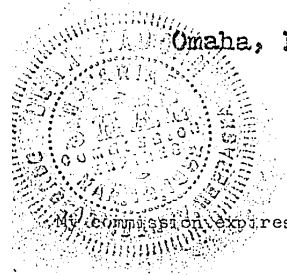
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 28th day of June, A.D. 1949, before me, Dean Hadorn,
a Notary Public

in and for said County personally came
William L. Empey, ~~John~~ Regina Empey, Chauncey V. Campbell, Mildred G. Campbell, Albert D. Gallaher, John F. Meehan and Genevieve C. Meehan

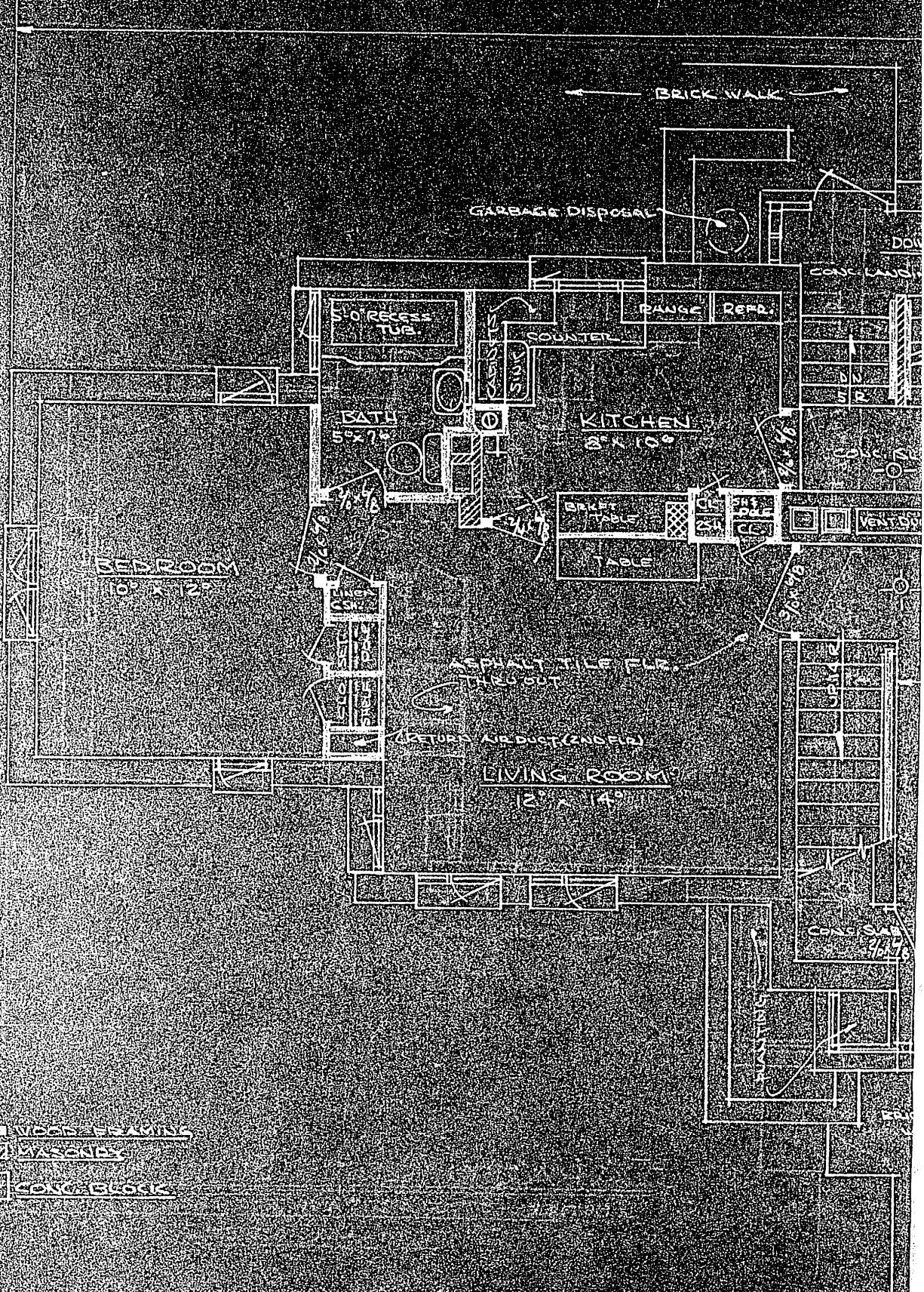
_____ , personally
to me known to be the identical persons whose names are affixed to the above and foregoing instrument as parties thereto, and they and each of them acknowledged the said instrument and the execution thereof to be their voluntary act and deed, for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal at
Omaha, Nebraska on the day and date last above written.



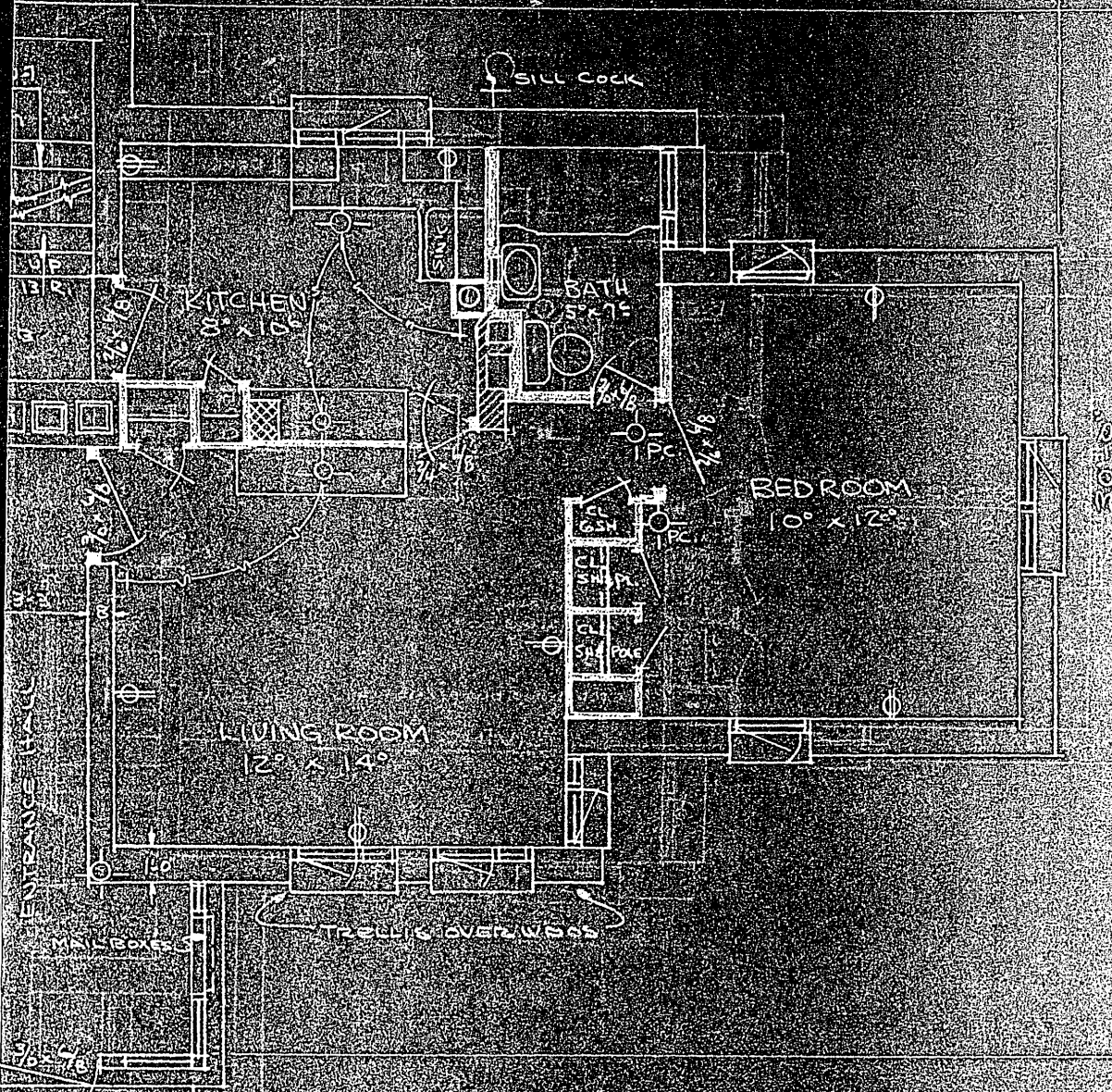
Dean Hadorn
NOTARY PUBLIC

FK
W.P.K.
27



WOOD FRAMING
 MASSING
 CONC. BLOCK

FIRST FLOOR
 SCALE: 1/4" = 1'-0"

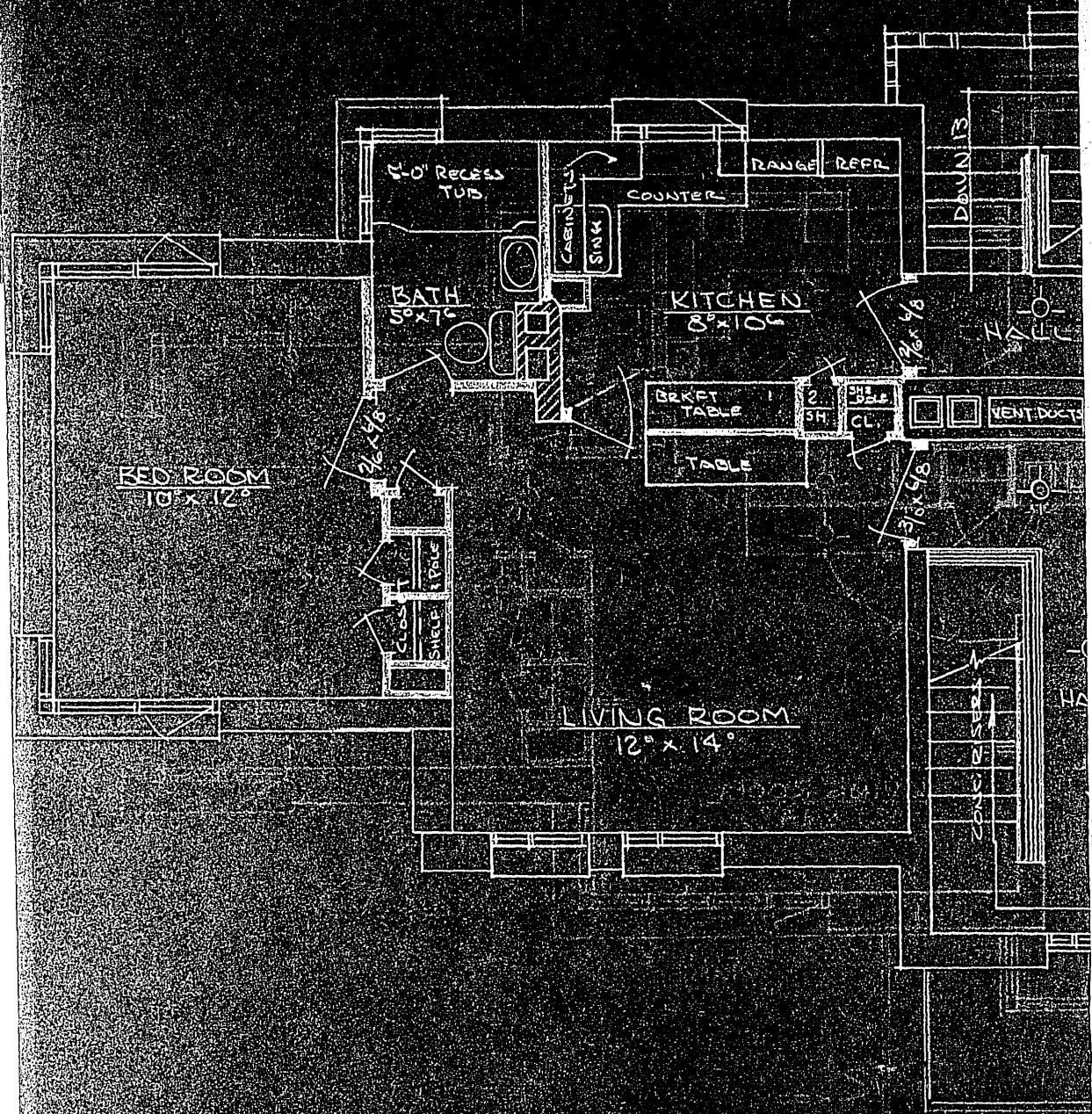


APARTMENT BUILDING AT
 BETWEEN 51ST & 57TH AVE. NORTH SIDE OF INTERCITY ST.
 OMAHA, NEBR.

OR PLAN

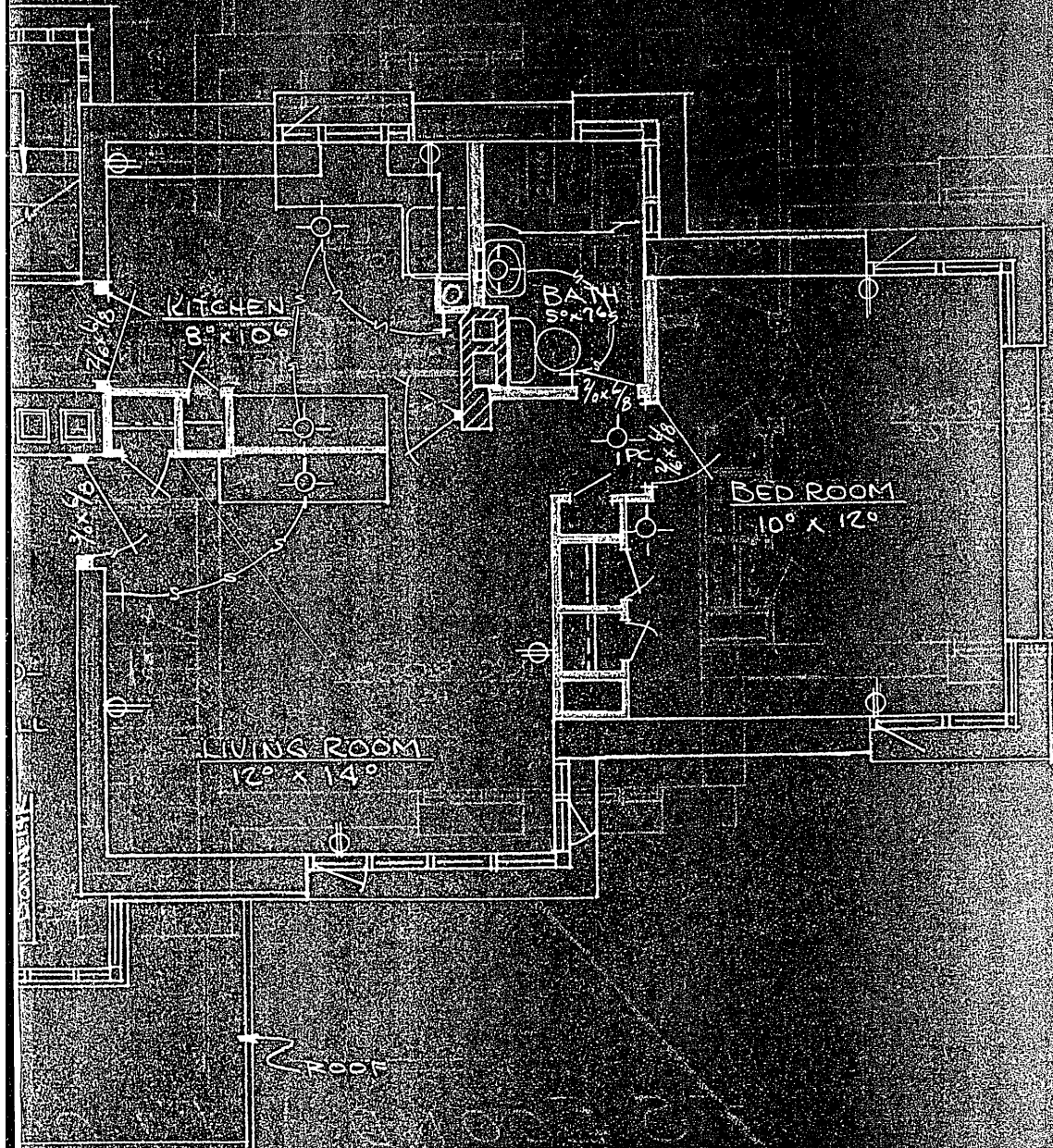
HAL EASTON CO.
 600 SECURITIES BLDG. OMAHA

DRAFTSMAN - ROBERT HOWARD - OMAHA, NEBR. 1



SECOND FLOOR

SCALE:



DR PLAN

SCALE 1/4" = 1'-0"

HOWARD CHASE

7.30

12-
 30 June 1949 4:05 P
 12-30 June 1949 4:05 P
 12-30 June 1949 4:05 P