

THIS AGREEMENT, Made the First day of March A. D. 1950  
between Tillie Linsey & Joseph Linsey, Wife & Husband  
Tlossie Howard parties the first part, and  
part Y of the second part.

WITNESSETH, That said parties of the first part agree to sell and convey to said part Y 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: The South 48 Feet of the East Fifty-Nine (59) Feet of Lot Five (5) Block Seven (7) Horbach's 2nd Addition Extended, to the City of Omaha as surveyed, platted, and recorded. Subject to an easement on the southernmost Four (4) Feet of those premises for the purpose of ingress and egress of pedestrian traffic to and from the building in the rear known as 1142 1/2 north 20th street.

X X X X X X X  
X X X X X X X

Said part Y of the second part agree to purchase said real estate from said parties of the first part, and to pay to them, as the purchase price for the same, the sum of Four Thousand and no/100 (\$4000.00) dollars, in payment as follows: Three Hundred and no/100 (\$300.00) Dollars in hand paid, the receipt of which is hereby acknowledged; Twenty-Five and no/100 (\$25.00) dollars on the first day of March 1950, and Twenty-Five and no/100 (\$25.00) on the first day of each and every month thereafter until the full purchase price, together with interest at the rate of six per cent (6%) per annum has been paid. Said payments shall include both principal and interest, and interest shall be computed on the unpaid balance monthly. Second party may make larger payments if desired.

All of said deferred payments bear interest at the rate of six per cent per annum, payable as above monthly from date until due, and thereafter at the rate of ten per cent per annum until paid.

Said part Y of the second part agree to pay all taxes and assessments levied against said premises, including the pro-rated share of the taxes for County & State 1949 and City & Metr. School 1950 taxes for the year 1950 and subsequent taxes, before the same become delinquent, and to keep the buildings, if any, on said premises, insured against fire and windstorm in the sum of not less than \$ 4000.00 in favor of said parties of the first part.

But if said sum of money, or any part thereof or any interest thereon be not paid when the same is due or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid before the same become delinquent, then in that case, the whole of said sum shall, and by this indenture does immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time being of the essence of this contract, said parties of the first part agree to make, execute and deliver to said part Y of the second part, a good and sufficient warranty deed conveying said real estate to her in fee simple, free of all incumbrances except the taxes for the year 1950 and subsequent taxes, upon surrender of this duplicate contract; **Provided**, that at any time before final payment has been made, upon the request of said first parties said part Y of the second part shall execute to the said parties of the first part, notes for the unpaid balance of the purchase money, secured by a first mortgage on said premises upon delivery of a deed conveying the title to said premises to said party of the second part.

In case the said part Y of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed she shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall henceforth be deemed mere tenants at will under the said parties of the first part and be liable to be proceeded against under the provisions of an Act regulating proceedings in cases of forcible entry and detainer, and the acts amending the same. And any payments that shall have been made, shall become forfeited to the parties of the first part, as stipulated damages for the non-performance of this contract.

Said part Y of the second part shall be entitled to the possession of said land so long as the conditions of this agreement shall remain unbroken by her; but upon failure to comply with the same, said right of possession shall terminate and said parties of the first part shall be entitled to the immediate possession of said land and the improvements thereon.

No assignment of this contract shall be valid without the consent of the parties of the first part endorsed thereon.

Said parties respectfully bind their heirs, successors and assigns, to the faithful performance of the terms of this agreement.

In Witness Whereof, The said parties have hereunto set their hands the day and year first above written.

IN PRESENCE OF  
Sam J. Stern

Tillie Linsey  
Joseph Linsey  
Tlossie Howard

STATE OF NEBRASKA,

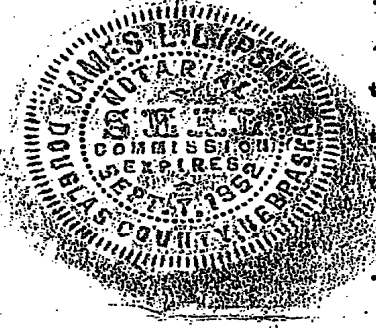
County of... Douglas ..... } ss. On..... this first ..... day of  
..... March ..... A. D. 19 50, before me..... the undersigned .....  
a..... Notary Public ..... in and for said county, personally came.....

..... Tillie Lipsey & Joseph Lipsey .....

.....  
to me personally known to be the identical person whose name ..... are ..... affixed to  
the above instrument as grantor, and severally acknowledged the execution of the same to  
be..... their ..... voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at  
..... Omaha, Nebraska ..... on the day last above written.

..... *James L. Lipsey* .....



2.  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 2. 75  
20 DAY Feb 19 53 AT 9:56 A M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.