

CONTRACT

THIS CONTRACT made and entered into this 28th day of February, 1941, by and between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation, party of the first part, hereinafter called the "Seller", and CLARENCE DAVEY and VIRGINIA DAVEY, Husband and wife, of Omaha, Nebraska, parties of the second part, hereinafter called the "Purchasers", WITNESSETH:

I.

That said Seller has this day bargained and sold to the Purchasers, the following described property situated in the County of Douglas, State of Nebraska, to-wit:

Lot Thirty-three (33), Block number (14),

Greenway Hill, within the city limits of Omaha, Nebraska.

II.

Said Purchasers agree and realize to pay to said Seller for said premises the sum of Two thousand Dollars (\$2000.00) in the following manner, to-wit:

Three hundred Dollars (\$300.00) on delivery of this contract, the receipt of which is hereby acknowledged; the balance, together with interest at the rate of five per cent (5%) per annum from the date of contract closing, in one hundred thirty (130) successive monthly installments, due and payable on the first day of each calendar month, commencing on the first day of the second calendar month following the date of the contract closing. The first one hundred twenty-nine (129) of said installments shall be in the sum of Seventeen and no-hundredths Dollars (\$17.00) each, and the last installment shall be in the full amount of the then remaining balance of principal and interest. Each of said installments shall include a payment on account of the principal,

and interest on the... first...
of the said... interest...
from the fact... first...
of the... first...
of said... first...

(3) any building, lines of record; all building, or
other restrictions of record; all zoning or building laws or
ordinances; any party-wall rights or agreements; questions of
survey; rights of any parties in possession.

(4) The rights, if any, of the public, in any por-
tion of said premises which may fall within any public street,
alley, or alley adjacent or contiguous to said premises.

IV.

IT IS FURTHER UNDERSTOOD AND AGREED that any deed given by the Seller to the Purchasers in pursuance to this contract will be without covenants, except as against the affirmative acts of the Seller, and without warranty, except special warranty to defend the title against the lawful claims of all persons claiming by, through, or under the Society, but not further or otherwise.

V.

On the payment of the first twenty-four (24) of said monthly installments, and if the Purchasers are not otherwise in default at that time under this contract, the Seller will deed the property to the Purchasers, and the Purchasers will accept such deed, and execute and deliver to the Seller their purchase money note or bond and first mortgage, if required by the Seller, on forms prescribed by the Seller, securing the payment of the then remaining balance of the purchase price and interest in installments which shall be due and payable at the same times and in like manner and amounts as if the payment thereof had been continued under this contract, and the Purchasers will pay all fees for filing said mortgage and the cost of continuing the abstract to show said mortgage to be a first mortgage upon said premises.

VI.

IT IS FURTHER UNDERSTOOD AND AGREED:

(1) That the Purchasers shall have the right to make prepayments of the purchase price under this contract or mortgage given in sums of not less than One Hundred Dollars (\$100.00) at any one time, and in conformity with the Seller's amortization table.

(2) That concurrently with the execution of this contract possession of said premises shall be delivered by the Seller to the Purchasers, and the Purchasers may retain possession thereof subject to the terms and provisions of this contract so long as there be no default in the covenants thereof.

(3) Purchasers covenant that until this contract shall be fully performed they will, in due season, and before the same shall become overdue and delinquent, pay, in the name of the Seller, all taxes, special assessments and water rates levied or assessed against said premises, and will keep and maintain said premises in good condition and repair, and will not commit or suffer any waste thereon, and will not suffer or permit any mechanics' lien or other lien to accrue against or attach to said premises or Seller's interest therein.

(4) Purchasers will not transfer or assign this agreement, or any interest therein, without the previous written consent of the Seller, and that any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title, or interest herein or hereunder or in said premises, but shall at the discretion of the Seller render this contract null and void; and that the purchasers will not sublet or lease said premises, or any part thereof, for any purpose except upon the previous written consent of the Seller.

(5) Purchasers will, at their own expense, keep all buildings and improvements on said premises at all times insured in the name of the Seller against all loss or damage by fire, lightning or tornado, for the full insurable value thereof, in companies to be approved by the Seller, and all

policies and renewals thereof shall be payable in case of loss to the Seller and shall be delivered to and remain in its custody; and in case of any loss under any insurance policy, the Seller shall have, and is hereby given, the right in its discretion to adjust, collect, and compromise all claims under such policies, and to execute and deliver all necessary proofs of loss, receipts, releases and other papers.

(6) That in the event Purchasers fail to make payment of any taxes, special assessments, water rates, insurance premiums, or fail to keep said premises free of mechanics' or other liens or charges, the Seller may, at its option, but without any obligation so to do, pay any such sums as may in Seller's opinion be necessary to safeguard and protect its interest in said premises, and any and all moneys expended by it in this regard, including penalties, costs, or charges in addition thereto, shall be added to the purchase price due from the Purchasers hereunder, with interest thereon at the rate of nine per cent (9%) per annum from the date of such payment, such additional sums to be paid by the Purchasers at the time of the first monthly payment next ensuing after the payment of said sums by the Seller, and to be deemed a part of such payment then due.

(7) Time being the essence of this contract, in case default shall be made by said Purchasers in any of said payments of either principal, interest, tax assessments, water rates, gas rates, or insurance, or in the event of the default and breach of any of the conditions stipulated to be performed by said Purchasers, this contract shall, at the election of said Seller, and upon ten (10) days' written notice of such election mailed to said Purchasers to the post-office address named in this contract, become absolutely

null and void, and said Purchasers shall henceforth be deemed a trespasser upon said premises; and said Seller shall thereupon become entitled to the immediate possession of said premises, and the Purchasers shall forfeit all payments under this contract as stipulated damages for the non-performance of this contract and for the use and occupancy of said premises.

(8) IT IS ALSO AGREED that in the event of the default in the payment of any of said amounts, either principal or interest, or in the event of the default or breach of any of the conditions above stipulated, the Seller shall have the option to declare the whole of said indebtedness due and payable at any time after such default, and may maintain an action for a personal judgment against said Purchasers and any other person becoming liable for said payments, for part or all of the amounts due or declared due, and the commencement of an action shall be the only notice required of the exercise of such option; and after maturity, whether by the exercise of such option or otherwise, all amounts shall bear interest at the rate of six per cent (6%) per annum, and any judgment or decree rendered shall bear interest at the same rate.

VII.

IT IS AGREED AND UNDERSTOOD that all the covenants and agreements in this contract shall succeed to and be binding upon the heirs, executors, administrators, assigns, and successors of the parties hereto, respectively.

VIII.

IT IS FURTHER UNDERSTOOD AND AGREED that upon the performance by the Purchasers of each and every agreement herein contained to be performed by the Purchasers within the time fixed by this contract the Seller will execute and deliver to the Purchasers a warranty deed as herein provided.

IN WITNESS WHEREOF the parties have hereunto set their hands the date first above written.

Witness:

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES,
Party of the First Part.

J. J. Connelly

By R. D. Murphy
R. D. Murphy - Vice President

J. T. Fleming - Assistant Secretary

J. Montag

Clarence Davy
Virginia Davy

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 28th day of February, 1941, before me, a notary public in and for said County, personally came the above-named CLARENCE DAVY and VIRGINIA DAVY, Husband and Wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and acknowledged said instrument to be their voluntary act



WITNESS my hand and notarial seal the date last

J. J. Montag
Notary Public