

MISCELLANEOUS RECORD No. 93

275573-OMAHA PRINTING CO., OMAHA

Charles A. Truckey, son
 Robert E. Truckey, son
 Margaret M. Truckey, daughter
 Jeannette Truckey, daughter

and that the interest possessed by the aforesaid William T. Truckey, deceased, in the aforescribed property passed to the said heirs of William T. Truckey, at his death.

BY THE COURT:

BRYCE CRAWFORD, County Judge.

COUNTY COURT

DOUGLAS COUNTY

Bryce Crawford, Judge

John F. Mericle, Clerk

OMAHA, NEB.

State of Nebraska,)
 County of Douglas) ss.

I, Bryce Crawford, County Judge of Douglas County, Nebraska, do hereby certify that I have compared the foregoing copy of Decree of Heirship in the matter of the Estate of William T. Truckey, Deceased, with the original record thereof, now remaining in said court; that the same is a correct transcript thereof, and of the whole of said original record, that I have the legal custody and control of said original record; that said court is a court of record, has a seal, and that said seal is hereto affixed; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Omaha, this 6th day of April, A.D. 1931.

BRYCE CRAWFORD, County Judge

By John F. Mericle, Clerk of the County Court

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 7th day of April, A.D. 1931, at 9:30 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by R&G

4. Restrictions)
 Cecelia Von Thaden)
 to)
 The Public)

Lots 8 to 13, Inclusive,
 Country Club Heights.

TO THE PUBLIC:

FIRST: Said premises is to be occupied and used for residence purposes exclusively for a period of fifteen (15) years from April 6th, 1931.

SECOND: No building nor any part, nor projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within thirty (30) feet of said lot line of 53rd Street.

THIRD: No building shall be erected on said premises within said period other than a single detached dwelling built thereon with necessary outbuildings, and such dwelling shall not be less than two (2) stories in height, and the foundation of such dwelling shall not be less than 720 square feet exclusive of outbuildings or any garage attached to said dwelling.

FOURTH: No dwelling shall be erected on said premises within said period unless built of

MISCELLANEOUS RECORD No. 93

a permanent building material such as brick, brick veneer, stone or stucco. No frame dwelling shall be erected.

FIFTH: Garage or other buildings if erected on said premises during said period and if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling.

SIXTH: All dirt from cellar, basement or other excavations on said premises during said period, shall be removed from said premises and the general slope of said premises and terrace after the buildings have been erected shall remain substantially the same.

SEVENTH: Each of the conditions and covenants aforesaid shall run with and bind the land herein described, and each part thereof, and be binding upon each person who shall be the owner thereof during said period. These restrictions effective as to Lots 8-9-10-11-12 and 13, Country Club Heights.

Witness

A. F. Nelson

Cecelia Von Thaden

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 7th day of April, A. D. 1931, at 9:55 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by R&G

5. Contract

Occidental Bldg. & Loan Assn.)
&) THIS AGREEMENT WITNESSETH, That Occidental Building and Loan Association of Omaha, Nebraska, party of the first part, has agreed
Walter M. Hoch, et al.) to sell and convey to Walter M. Hoch and Evelyn Hoch parties of the second part, upon the terms and conditions hereinafter expressed:

Lot Ten (10), Fontenelle View, an Addition to the City of Omaha, as surveyed, platted and recorded; otherwise known as 4639 Grand Avenue, Omaha, in Douglas County, Nebraska, and said second parties hereby agree to purchase said premises and to pay to first party for the same the sum of Seven Hundred and No/100 (\$700.00) Dollars, in payments as follows: One Hundred and No/100 (\$100.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, the balance to be paid at the rate of Eight and No/100 (8.00) Dollars per month commencing with the 15th day of March, 1931, deferred payments to draw interest at the rate of fifty-five cents per month for each hundred dollars or fraction thereof, payable monthly, it being understood that payments on principal shall be credited only in sums of One Hundred Dollars or multiples thereof.

The execution of this contract shall be and constitute an acceptance and approval of the title to the premises herein involved as of the date hereof. It is agreed that said second parties have executed this contract with special reference to the separate property and estate of each of the parties hereto respectively.

It is understood that this sale is made subject to the 1931 regular taxes and all special assessments or installments thereof not delinquent at the date hereof and all subsequent taxes and assessments, and second party agrees to pay all taxes and assessments before the same become delinquent and to keep the improvements on said premises insured at their insurable value with loss, if any, payable to first party.

It is agreed that when said purchase price and all said taxes and assessments have been paid, said first party will execute and deliver to said second party an Abstract of Title and a Warranty Deed conveying said above described premises, free and clear of any incumbrances accru-