

MISCELLANEOUS RECORD, No. 46

Said party 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 him; 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

Chas. Dugan)	as to	Edith S. Caughey
G.E. Bauer)		Thomas H. Caughey
G. D. Glover	as to	Roscoe Crumbliss

STATE OF OHIO,)
County of Montgomery.) ss. On this 10th day of February A.D. 1920, before me Albertus J. Althoff a Notary Public, in and for said county, personally came Edith S. Caughey and Thomas H. Caughey, her husband, to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, 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 Dayton, Ohio, on the day last above written.



Albertus J. Althoff,
Notary Public in & for Montgomery County, Ohio.

State of Nebraska,)
Douglas County.) Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 17th day of February, A.D. 1920 at 12.30 o'clock P.M.

Harry Pearce,
Register of Deeds.

Compared by W&F

4. Easement.
R. H. Clarke
to

EASEMENT.

FOR CANCELLATION SEE
BOOK 1030 PAGE 110

THIS INDENTURE made and executed this ninth day of February, 1920, by and between R. H. Clarke, (single), party of the first part, and Roger P. Holman and Helen L. Holman, husband and wife, and Willard C. Slabaugh and Gertrude A. Slabaugh, Husband and Wife, parties of the second part:

WITNESSETH: That

WHEREAS, R. H. Clarke is now the owner of Lot Fourteen (14) in Block One Hundred Five (105) Dundee Place in the City of Omaha, Douglas County, Nebraska; and Roger P. Holman and Helen L. Holman and Willard C. Slabaugh and Gertrude A. Slabaugh are the owners of Lot Fifteen (15) in Block One Hundred Five (105) Dundee Place in the City of Omaha, Douglas County Nebraska; and

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WHEREAS, it is the desire of the parties hereto that a combination or joint driveway be constructed between the said premises;

NOW THEREFORE, the party of the first part does hereby give and grant to parties of the second part, their heirs, successors and assigns, a perpetual easement and right-of-way over the East four feet of said Lot 14, Block 105, Dundee Place, Omaha, Douglas County, Nebraska, save and except the north twenty-three (23) feet thereof, and does further perpetually give and grant to parties of the second part the right to use the driveway on the aforesaid portion of said premises for the purpose of a driveway for all vehicles which may be necessary to serve the premises of parties of the second part.

IT IS FURTHER AGREED that parties of the second part do hereby give and grant to party of the first part, her heirs, successors and assigns, a perpetual easement and right-of-way over the West four feet of said Lot 15, Block 105, Dundee Place, Omaha, Douglas County, Nebraska, save and except the north twenty-three (23) feet thereof, and do further perpetually give and grant to party of the first part the right to use the driveway on the aforesaid portion of said premises for the purpose of a driveway for all vehicles which may be necessary to serve the premises of party of the first part.

IT IS FURTHER AGREED AND UNDERSTOOD that the premises above described shall at alltimes be subject to the easement herein granted by the respective parties hereto, and that the said easements shall be, and hereby are made, covenants running with the land, and that the same can be released only by the consent of the parties hereto, or their respective heirs, successors and assigns.

IT IS FURTHER AGREED AND UNDERSTOOD that the easement and right-of-way above granted shall not be in any way construed as the grant of a public highway or drive, but that the same is only intended for the benefit of the owners of the two lots described, and their respective heirs, successors and assigns.

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

Witness:

O. T. Hamer

B. C. Fowler.

R. H. Clarke,

Party of the first part,

Roger P. Holman,

Helen L. Holman,

Willard C. Slabaugh,

Gertrude A. Slabaugh,

Parties of the Second part.

State of Nebraska)
County of Douglas.) ss. On this 13th day of February 1920, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared R. H. Clarke to me personally known to be the identical person whose name is affixed to the above instrument and she acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of February, 1920.



O. T. Hamer,

Notary Public.

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STATE OF NEBRASKA }
COUNTY OF DOUGLAS. } ss.

On this 14th day of February, 1920, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Roger P. Holman and Helen L. Holman, Husband and Wife, and Willard C. Slabaugh and Gertrude A. Slabaugh, Husband and Wife, to me personally known to be the identical persons whose names are affixed to the above instrument, and they each and severally acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of each of them, for the purposes therein expressed.

WITNESS my hand and Notarial Seal this 14th day of February, 1920.



B. C. Fowler,
Notary Public.

State of Nebraska,)
Douglas County.)

Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 17th day of February, 1920 at 2.52 o'clock P.M.

Harry Pearce,
Register of Deeds,
Compared by

W&L

1. Lease.)
George Dixon) THIS AGREEMENT, Made and entered into this 15th day
&) of February, A.D. 1920 by and between George Dixon of the County
P. E. McCulloch.) of Douglas and State of Nebraska of the first part, and P. E.
McCulloch of the second part

WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described premises, to-wit: Lot number Twelve (12) in Block Number Seventeen (17) Bedford Place, an Addition to the City of Omaha, Douglas County, Nebraska.

Together with all the buildings and improvements on the same for the term of One year from the 15th day of February, 1920 to the 15th day of February, 1921, for the sum of Thirty five (35) Dollars per month, payable on the first day of each month, in advance, at the office of Conservative Savings & Loan Association.

AND IT IS FURTHER AGREED, that if any rent shall be due and unpaid or if default be made in any of the covenants herein contained, it shall then be lawful for any of the said party of the first part to re-enter the said premises, and the party of the second part agrees to vacate said premises without notice, and if it become necessary to bring action at law to recover possession, to pay a reasonable attorney's fee therefor. And the said party of the second part further agrees to pay the party of the first part the rent as above specified, except when said premises are untenable by reason of fire, from any other cause than carelessness of the part of the second part, or persons of his family, or in his employ, or by superior force or inevitable necessity.

And the said party of the second part covenant that he will use said premises as a residence, and for no other purpose whatever; and that he especially will not let said