DEED REGORD No. 520

State of Nebraska,)
Scounty of Douglas.

On this 16th day of July, A. D., 1925, before me a Notary

Public in and for said county personally came the above named

George T. Morton and Helen H. Morton, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and have acknowledged said instrument to be their voluntary act and deed.

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Witness my hand and notarial seal the date last aforesaid.

George W. Marsh

Notary Public

My commission expires on the 19th day of May, A.D., 1930.

State of Nebraska, County of Douglas.

SS.

Entered on Numerical index and filed for Record in the Register of Deeds Office of said county the 22nd day of July, A. D., 1925, at 12:30 o'clock P. M. Harry Pearce,

Register of Deeds.

Compared by W&L.

3. Warranty Deed.
Dundee Realty Company

Resolution

O_maha, Nebraska, June 3rd, 1925.

to
Edward T. Heyden

At a regularly called meeting of the Board of Directors of Dundee

Realty Company held this day at the office of said Company in the City

of Omaha, the following resolution was unanimously adopted:

RESOLVED, That the officers of Dundee Realty Company be and they are hereby authorized and directed to make, execute and deliver to Edward T. Heyden, a Warranty Deed for Lot Nineteen (19) Block One Hundred Thirty-five (135) Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Geo D. Tunnicliff

ka, a Corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of Sixteen Hundred Fifty (\$1,650.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Edward T. Heyden, of Douglas County, Nebraska, the following described real property situate in the City of Omaha, County of Douglas and State of Nebraska, to-wit: Lot Nineteen (19) in Block One Hundred Thirty-five (135) in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded; subject to State and County taxes for the year A. D., 1919 and subsequent taxes; subject also to the last Six (6) installments of Special Assessments levied against said property for the paving of Fifty-first Street; subject also to the last Six (6) installments of Special Assessments levied against said property for paving Farnam Street; together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, claim or interest whatsoever of the said Dundee Realty Company of, in or to the same or any part thereof.

TO HAVE AND TO HOLD The above described premises, with the appurtenances, unto the said Edward T. Heyden, and to his heirs and assigns forever, subject to the following limitations, restrictions, conditions and covenants:

FIRST: The said premises shall be occupied and used for residence purposes exclusively from the date hereof until the first day of $J_{\rm a}$ nuary, A. D. 1950.

SECOND: No building nor any part nor projection thereof, except the cornice

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of the roof, shall at any time within said period be erected or located on said premises within Thirty-five (35) feet of the street lines bordering said lot, except that an open porch and roof thereon or a terrace may be attached to the building between it and the said street line.

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) full stories in height, and the cost of such dwelling, exclusive of outbuildings shall not be less than Four Thousand (\$4,000.00) Dollars.

FOURTH: Garage or other outbuildings, 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 and shall not be built within One Hundred (100) feet of the street line bordering said lot.

FIFTH: All dirt from the 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 as it is at the date hereof.

SIXTH: This deed is given subject to a licence granted by said Dundee Realty Company to the Nebraska Telephone Company and the Nebraska Power Company, jointly, their successors, lessees and assigns to erect, operate and maintain a joint pole line and lateral pipes thereto, and to erect, operate, maintain, repair and renew poles, and lateral pipes thereto, for holding wires, cables, cross-arms and other customary fixtures and apparatus for telephone, telegraph, messenger, electric light and power purposes along the rear boundary line of said lot for the use and benefit of the owners and occupants of said block.

SEVENTH: Each of the conditions and covenants aforesaid shall run with and bind the land herein described and every part thereof and be binding upon every person who shall be the owner thereof during said period.

EIGHTH: By accepting this deed, the said Edward T. Heyden, hereby binds himself, his heirs, executors, administrators, assigns and grantees to observe and perform all the limitations, restrictions, conditions and covenants hereinbefore mentioned, as fully as though he has signed these presents; and the said Dundee Realty Company, for itsself, its successors and assigns, does hereby covenant with the said Edward T. Heyden and with his heirs and assigns, that it is lawfully seized of said premises, that they are free from encumbrance, except as above set forth, that it has good right and lawful authority to sell the same and that it will and its successors shall warrant and defend the same unto the said Edward T. Heyden and his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever, except as hereinbefore provided.

IN WITNESS WHEREOF, Said Dundee Realty Company has caused these presents to be signed by its President and Secretary and its Corporate Seal to be hereunto affixed in accordance with a Resolution of the Board of Directors of said Dundee Realty Company, this 3rd day of June, A. D., 1925.

In presence of W. P. Robertson



Dundee Realty Company,

By Charles C. George, President.

Attest Geo D. Tunnicliff, Secretary.

State of Nebraska)
)ss.
County of Douglas)

County of Douglas)

On this 3rd day of June, A. D., 1925, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Charles C. George, President and Geo. D. Tunnicliff, Secretary of said Dundee Realty Company, who are personally known to me to be the identical persons whose names are

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affixed to the above deed as President and Secretary of said Corporation, and they acknowledged said instrument to be their own voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal at Omaha in said County, the date last aforesaid.

W. P. Robertson,

Notary Public.

My commission expires on the 26th day of December, A. D., 1928.

State of Nebraska)
County of Douglas)

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 13th day of July, A. D. 1925, at 9:00 o'clock A. M. Harry Pearce.

Register of Deeds.

Compared by W&L .

4. Warranty Deed.

RESOLUTION

Dundee Realty Company

Omaha, Nebraska. June 3rd, 1925.

to

Edward T. Heyden

At a regularly called meeting of the Board of Directors of Dundee
Realty Company held this day at the office of said Company in the City
of Omaha, the following resolution was unanimously adopted:

RESOLVED, That the officers of Dundee Realty Company be and they are hereby authorized and directed to make, execute and deliver to Edward T. Heyden, a Warranty Deed for Lot Twenty (20) Block One Hundred Thirty_five (135) Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County. Nebraska.

Geo D. Tunnicliff.

KNOW ALL MEN BY THESE PRESENTS, That Dundee Realty Company, of Omeha, Nebraska, a Corporation duly organized and existing under and by virtue of the laws of the State of Nebraska in consideration of Sixteen Hundred Fifty (\$1,650.00) Dollars in hand paid, the receipt where-of is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Edward T. Heyden, of Douglas County, Nebraska, the following described real property situate in the City of Omeha, County of Douglas and State of Nebraska, to-wit: Lot Twenty (20) in Block One Hundred Thirty-five (135) in Dundee Place, an Addition to the City of Omeha, as surveyed, platted and recorded, subject to State and County taxes for the year A. D., 1919 and subsequent taxes; subject also to the last Six (6) installments of Special Assessments levied against said property for the paving of Fifty-first Street; subject also to the last Six (6) installments of Special Assessments levied against said property for paving Farnam Street; together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title claim or interest whatsoever of the said Dundee Realty Company, of , in or to the same or any part thereof.

TO HAVE AND TO HOLD The above described premises, with the appurtenances, unto the said Edward T. Heyden and to his heirs and assigns forever, subject to the following limitations, restrictions, conditions and covenants:

FIRST: The said premises shall be occupied and used for residence purposes exclusively from the date hereof until the first day of January, A. D. 1930.

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-