

MISCELLANEOUS RECORD No. 59

19384-MFG. BY OMAHA PIG. CO., OMAHA

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 9th day of March, 1923, before the undersigned, a Notary Public in and for said county, appeared Benjamin H. Trapp & Jennie I. Trapp, and Commercial Savings & Loan Association by Jas. J. Fitzgerald Secty. personally known to me to be the persons whose names are affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the above named corporation.



WITNESS MY HAND and seal the day and date last above written.

J. H. Tetiva
Notary Public.

State of Nebraska,)
) ss.
Douglas County,)

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 20th day of March, A.D., 1923, at 10:10 o'clock A.M.

Harry Pearce,
Register of Deeds.

Compared by W&P.

3. AGREEMENT.)
Metropolitan Utilities District)
) and)
Robert H. Garrett)

THIS AGREEMENT, between THE METROPOLITAN UTILITIES DISTRICT, first party, and Robert H. Garrett, second party, WITNESSETH:-

That, for good and valuable consideration, a license, privilege or permit shall be granted to the second party, subject to the rules and regulations of the said METROPOLITAN UTILITIES DISTRICT in that behalf, to make a connection for the supply of water to the premises on the following-described real estate, situate in the county of Douglas, state of Nebraska, and more particularly described as follows, to-wit:-

Lots 1-2-3, in Block 6, Edgwood Addition to City of Omaha, Douglas County, Nebraska.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above-described real estate, agrees, in the event said above-described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said second party will and does hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said Water Main District; and that said second party will re-connect the service herein provided for with any permanent service main installed by said first party and at second party's expense.

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

WITNESS OUR HANDS this 19 day of March, 1923.

Witness:
A. J. Mead

METROPOLITAN UTILITIES DISTRICT,
By Frances J. Gibb, Asst. Secy.
Robert H. Garrett

MISCELLANEOUS RECORD No. 59

135084-MFG. BY OMAHA PTG. CO., OMAHA

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

on this 19 day of March, 1923, before the undersigned, a Notary Public in and for said county, appeared Robert H. Garrett personally known to me to be the person whose name affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the above named corporation.



WITNESS MY HAND and seal the day and date last above written.

A. J. Mead
Notary Public.

State of Nebraska,)
) ss.
Douglas County,)

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 20th day of March, A.D., 1923, at 10:10 o'clock A.M.

Harry Pearce,
Register of Deeds.

Compared by W&P.

4. LAND CONTRACT & ASSIGNMENT.)
Harry Whitney & wf.)
) and
John S. Stremler, et al.)

THIS AGREEMENT, Made the twenty-first day of April, A.D. 1921, between Harry Whitney and Marie Whitney, Husband and Wife, of Douglas County, Nebraska parties of the first part, and John S. Stremler and Rosa Lee Stremler, as joint tenants and not as tenants in common, of Douglas County, Nebraska, parties of the second part.

WITNESSETH, That said parties of the first part agree to sell and convey to said parties 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, towit:

The East Thirty-two (32) feet of the West Sixty-four (64) feet of Lots One (1) and Two (2), in Block Eight (8), Hanscom Place an Addition to the City of Omaha, as surveyed, platted, and recorded; subject to City, County and State taxes for the year A.D. 1921 and subsequent taxes; also subject to provisions of Zoning Ordinance No. 10784. The above described property is encumbered with a mortgage for Nineteen Hundred (\$1900.00) Dollars in favor of the Omaha Loan & Building Association, of Omaha, Nebraska.

Said parties 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 Forty-seven Hundred and Fifty (\$4750.00) dollars, in payment as follows: Five Hundred (\$500.00) Dollars cash upon delivery of this land contract, receipt of which is hereby acknowledged; and the further sums of Sixty (\$60.00) Dollars per month payable on or before the first day of June A.D. 1921 and on or before the first day of each and every month thereafter until all of said purchase price is fully paid, together with interest thereon on all unpaid balance of principal from April 22nd, 1921 until maturity at the rate of six and six-tenths (6.6%) per cent per annum and at the rate of ten (10%) per cent per annum from maturity until paid. All of said interest payable monthly and shall be first deducted out of the Sixty (\$60.00) Dollar monthly payment above mentioned, and the balance of said payments shall then be applied on unpaid principal; all of said payments are evidenced by one certain promissory note of even date herewith. It is hereby agreed and understood by and between the parties hereto, that said parties of the first part shall make all payments of principal and interest before same become delinquent, due on a certain land contract dated November 24th, 1920 and executed by Thomas T. Mizener and Nellie Mizener,