

DEED RECORD No. 587

4. Warranty Deed

Hastings & Heyden
to

KNOW ALL MEN BY THESE PRESENTS, That Hastings & Heyden, a corporation under the laws of the State of Nebraska, in consideration of One Thousand and No/100 (\$1000.00) Dollars, in hand paid, do hereby Grant, Bargain, Sell, Convey and Confirm unto William J. A. Campbell and Ruth O. Campbell, husband and wife, as joint tenants, and not as tenants in common, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lots Six (6) and Seven (7), Block Six (6), Happy Hollow View, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to the 1930 County Taxes and all other taxes and assessments hereafter levied or assessed.

It is agreed that purchase is made subject to the following conditions: The said premises shall be occupied for residence purposes exclusively from the date hereof until January 1, 1940. No dwelling shall at any time prior to the above date be erected thereon costing less than \$3,000.00 exclusive of outbuildings, and the main body of the same shall not be nearer than 40 feet from the line of the street or streets adjacent to said lot. No building or fences to be erected or maintained on the premises until the main dwelling has been erected unless by special written permission of the seller. Premises shall not be used for the raising or feeding of swine or for any purpose that would constitute a nuisance in a purely residential district.

Before erecting a dwelling on said premises, plans for same must be submitted to the seller for approval.

It is expressly understood and agreed that this lot is sold subject to the rights of the Northwestern Bell Telephone Company and of the Nebraska Power Company to place and maintain pole lines on or adjacent to the lines of said lot.

No sod, earth, sand, gravel or trees shall be sold and removed from said premises without the written consent of the undersigned seller; provided, however, that this restriction shall not prevent or prohibit the purchaser, his heirs or assigns, from removing sod, earth, sand, gravel or trees in the development of said premises for residence purposes.

The premises shall be owned or used for residence purposes only by members of the Caucasian Race. No building or improvements already erected shall be moved onto said premises unless the written consent of the undersigned seller is first obtained.

The grantor shall have the right for a period of five years from this date to go upon said premises and remove as hay the alfalfa and blue grass, unless the purchaser is actually living upon said property, except purchaser shall have the right at any time to plow or cultivate said property and plant crops or trees for his own use.

The grantor, for a period of five years, intends in a good faith manner to cut all weeds or growths upon said premises, keep all lot stakes in position, clear all culverts and drains and keep in reasonable repair all streets within the addition.

It being understood, however, that any omission on the part of the grantor shall not constitute a cause of action against the grantor by the grantee herein, or the public generally.

And in violation of any of these provisions the seller shall have the right to exercise the option herein provided for cancellation of this contract.

Together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Dower, Right of Homestead, Claim or Demand whatsoever of the said Hastings & Heyden or, in or to the same or any part thereof; It being the intention of all parties hereto, that in the event of the death of either of said Grantees, the entire Fee Simple Title to the real estate described herein shall vest in the surviving Grantee.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said William J. A. Campbell & Ruth O. Campbell, husband & wife, as Joint Tenants and not as tenants

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in common, and to their assigns, or to the heirs and assigns of the survivor of them forever; and the said Hastings & Hayden, for themselves and their successors, doth covenant with the said William J. A. Campbell & Ruth O. Campbell, husband & wife and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises; that they are free from incumbrance; except as stated herein, and 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 William J. A. Campbell & Ruth O. Campbell, husband & wife and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

WITNESS the hand of the corporation by its President, and the seal thereof this 7th day of June A.D. One Thousand Nine Hundred and Thirty.

In presence of
Charles B. Crowley



Hastings & Hayden
by Byron R. Hastings President
Attest. John M. Driscoll Secretary

The State of Nebraska,)
Douglas County) ss.

On this 7th day of June A.D. 1930 before me, a Notary Public in and for said County, personally came the above named Byron R. Hastings, President of Hastings & Hayden, who is personally known to me to be the identical person whose name is affixed to the above Deed as President of Hastings & Hayden, the grantor, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.



WITNESS my hand and Notarial Seal the date aforesaid.
Charles B. Crowley
Notary Public

My commission expires on the 11th day of January A.D. 1936.

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 14th day of February, A.D. 1931, at 11:05 o'clock A.M.
Harry Pearce.

Register of Deeds.

Compared by R&G.,

5. Certified Copy of Will etc.)
In the Matter of the Estate)
of)
Joseph Krejci, Deceased.)

LAST WILL AND TESTAMENT OF JOSEPH KREJCI OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

I, Joseph Krejci, being of sound mind, memory and will do hereby make, publish, and declare this my last will and testament, in words and figures following;

First: I hereby revoke any and all former wills by me made.

Second: All my property, both real and personal, of whatever kind, nature, and description, and wherever situated, of which I may die seized, and which may be left after the payment of my just debts, I give, devise, bequeath, and will to my beloved wife, Anna Krejci, all of my said property to be hers absolutely.

Dated at Omaha, Nebraska, this 19th day of July, 1918.

JOSEPH KREJCI

We whose names are hereunto subscribed, do hereby certify that Joseph Krejci, the above testator, being of sound mind, memory, and will, subscribed his name to this instrument, in our presence and in the presence of each of us, and declared at the same time in our presence and