

# MISCELLANEOUS RECORD No. 58

State of Nebraska )  
County of Douglas ) ss.

On this 22nd day of December 1922, before me E. N. Bowerman a Notary Public in and for said County, appeared Mickel Investment Co. By T. E. Mickel (President) to me personally known and known to be such officer of the aforesaid corporation who being by me duly sworn, did say that he is the President of the Mickel Investment Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and he acknowledged the signing of the foregoing instrument to be his free act and deed and the free act and deed of the said corporation.



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

E. N. Bowerman  
Notary public.

State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 18th day of January, A.D., 1923, at 4:05 o'clock P.M.

Harry Pearce,  
Register of Deeds.

Compared by M&P

9. LEASE CONTRACT. )  
C. W. Martin, et al. )  
to )  
Mickel Investment Co. )

EQUIPMENT COMPANY OMAHA, NEBR.  
LEASE

INDENTURE OF LEASE made in triplicate this Eighth<sup>th</sup> day of December, A. D. 1922, by and between (C. W. & F.T.B. Martin, co-partners doing business under the name and style of "Equipment Company," of Omaha, Nebraska,) lessor, and the Mickel Investment Company, a Corporation of the State of Nebraska, lessee:  
WITNESSETH:

1. The lessor will cause to be equipped with an "Automatic" Sprinkler System, (hereinafter referred to as "Equipment"), the property of the lessee, in the City of Omaha County of Douglas, State of Nebraska.

(Description)

A four story and basement building known as Nos. 1414 - 1414½ Harney Street, Omaha, Nebraska. and situate on the following described real estate of said county, East half lot six block 138.

Said equipment to be installed in accordance with the provisions and conditions of the "Specifications" hereto attached consisting of two sheets, and made a part hereof, all materials to be of standard class and work to be done in a workmanlike manner and said equipment to be acceptable to the Nebraska Inspection Bureau of Omaha, Nebraska, acting as the Agent of both lessor and lessee, whose acceptance shall be conclusive evidence of the proper completion of the work.

2. The lessor will complete the installation with all convenient speed, barring loss, damage or delay occasioned by strikes, lock-outs, fires and other casualties beyond the control of the lessor. The lessor shall not be liable for any loss or damage arising from or because of the care or character of the walls, foundations, or other structures not erected

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by it, or materials not furnished by it. Any claims the lessee may have for or on account of any alleged damage, for which it may claim the lessor is liable, shall be presented in writing to the lessor within fifteen days after completion of said work, or such claim shall be considered waived.

3. In the event that work upon said Equipment shall be discontinued prior to the completion of its installation, due to fire or other causes not the fault of the lessor, the lessee will immediately pay the lessor any loss suffered including loss for material and labor furnished, and services rendered up to the time of the discontinuance.

4. The lessee agrees with the lessor as follows:

(a) That it will furnish the lessor the necessary space and facilities, including light, for storing, preparing and handling the materials and making the installation of the Equipment.

(b) That it will maintain the Equipment in proper working order. Should the Equipment become impaired by accident or otherwise, it will make the necessary repairs and failing to do so, the lessor shall have the right to place the Equipment in working order at the expense of the lessee.

(c) The lessee will maintain insurance on the Equipment and on the materials therefor during installation, against loss by fire, lightning and windstorm for at least the amount of the total unpaid rental provided in the contract, making "Loss, if any, on the sprinkler Equipment payable to (Assured) lessee, and (C.W. & F.T.B. Martin,) lessor, as their interests may appear;" but compliance with this clause or neglect to comply therewith shall in no way relieve the lessee from any of the obligations stipulated in this Lease Contract.

Any money collected from insurance companies and paid to the lessor shall be credited to the lessee under this contract.

(d) The lessee will not create, or permit to be created or exist, any lien or claim against the Equipment or the above described premises upon which the Equipment is placed, except the lien specifically mentioned in Paragraph 9 hereof.

(e) The lessee will obtain the consent of the mortgagee, mentioned in Paragraph No. 9 hereof, that the Equipment installed or to be installed under this agreement, shall be considered personal property and shall not be subject to mortgage.

(f) The lessee will not alter, remove or dispose of or permit the use by others of the Equipment, or any part thereof, without the written permission of the lessor.

(g) The lessee will pay all the taxes and assessments levied against the equipment and property of the lessor on said premises, and against said premises and will indemnify lessors against the claims, liens or demands of all persons whatsoever, who have or may hereafter have, or claim to have, any right, interest, title or lien in, to, or upon said premises and against said equipment or any part thereof, by reason of, or through any act, conduct, contract or agreement of lessee, its successors or assigns, and said lessee will give to the lessors reasonable notice of every act or transaction, coming to its knowledge which may affect the contract; possession, title or ownership of the premises; or the plant of lessee.

Upon failure of the lessee to comply with any of the foregoing agreements, the lessor shall have the right at its option to take out the insurance, pay the taxes or assessments levied against the Equipment or the property or satisfy any liens and claims against the equipment or the property, and the lessee, will, upon demand, reimburse the lessor for all such payments.

5. The equipment and materials therefor before, during and after the installation, shall become, be and remain the property of the lessor, and shall become and be considered as

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125064—MFG. BY OMAHA FTR. CO., OMAHA

personal property and not part of the realty, until the title thereto is acquired by the lessee, as herein provided.

6. (a) The lessee agrees to pay the lessor, or its successors, or assigns, an aggregate rental of \$5,000.00, payable in five annual installments the first rental to be paid when equipment has been approved by Nebraska Inspection Bureau, of Omaha, Nebraska, and the other rentals Annually thereafter from that date until paid. Total sum to be paid \$5,000.00

All deferred rentals to be evidenced by promissory notes of lessee and to bear interest if not paid at maturity and then to bear interest at 7% per annum after maturity and to be executed at the time first rental is due. The taking of notes shall not operate as a transfer or surrender of title to the Sprinkler System or as a waiver of any of the rights of the lessor.

The installation of necessary Automatic Sprinklers is provided for in the specifications hereto attached.

7. The lessee may terminate the said lease by paying the lessor the unpaid balance of the installments described in paragraph 6, discounted at 7% per annum, for the unexpired time. Upon the payment of all said installments, either when they are due in accordance with the provisions, in paragraph 6, or under the provisions of this paragraph, the equipment shall become the property of the lessee.

8. Upon failure of the lessee to make any of the payments as and when they become due under the provisions of this agreement, or fully to comply with all the terms and covenants of this agreement on its part to be kept and performed, or upon breach of any warranty herein, the lessor may exercise any one or more of all of the following rights:

- (a) Enter the above described premises and remove the Equipment or any part or parts thereof;
- (b) Declare the full amount of unpaid installments to be immediately due and payable and to collect the same by suit or otherwise, with its expenses, including reasonable attorneys fees;
- (c) Declare the Equipment to be the property of the lessor and avail itself of any lien or supply law or other remedy and
- (d) To take such other action as the lessor may deem advisable to enforce its rights hereunder.

9. The lessee warrants unto the lessor that the lessee is the sole and unconditional owner of the premises described in paragraph I hereof, subject to no incumbrance or lien, except a mortgage for \$      °      dated      °      to the Conservative Savings and Loan Association, maturing      °

10. The lessor may at any time assign all or any part of its rights under this agreement.

11. This contract when signed shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

12. The items of this contract can be varied, changed or modified only by written agreement executed by all parties hereto.

SPECIFICATIONS

Work and apparatus as described herein to be furnished by C. W. & F.T.B. Martin of Omaha, Nebraska, except when clauses specify you to furnish.

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195884—MFG. BY OMAHA EFG. CO. OMAHA

SPRINKLERS

A wet pipe system of automatic sprinklers to be installed in a four story, basement building. You to provide sufficient heat throughout all portions of the plant to be equipped with a wet pipe system, to prevent any freezing to water in the pipes.

ALARM VALVE

One alarm valve and connections in each main supply to one wet pipe system.

WATER ALARM

One water motor alarm to be furnished and connected to alarm valve, gong to be located at convenient point outside of building.

GATE VALVE

Gate valve to be installed controlling:  
One alarm valve.

DRAW-OFF PIPING

Draw-off piping to properly draw-off system to be run to accessible place for discharge, and connected to your sewer system in building.

FIRE DEPARTMENT CONNECTION

One two-way fire department connection connected to system.

CITY WATER CONNECTION

Furnish city water supply connection and extend same to inside of building.

FREIGHT AND CARTAGE

Pay all freight and cartage charges of materials to be furnished by us.

MASON AND CARPENTER WORK

Provide all necessary openings for proper installation for work specified in walls, floors, ceilings, partitions, stairways, and do all patching and repairing required.

PLANS

Before commencing the installation of this equipment, detailed working plans will be made by us and submitted to Central Actuarial Bureau, Chicago, Illinois for their approval.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

ATTEST:

H. K. Mansfield

C. W. Martin

F. T. B. Martin

ATTEST:

E. N. Bowerman

Mickel Investment Co.  
Per T. E. Mickel Pres.

State of Nebraska }  
County of Douglas } ss.

Before me H. K. Mansfield a Notary Public in and for said County, appeared (C.W. Martin and F. T. B. Martin, ) Lessors in the foregoing lease, personally known to me and who acknowledged they exeduted the foregoing instrument as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 22nd day of December 1922.

H. K. Mansfield Notary Public

My commission expires April 28, 1925.



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135064-MFG. BY OMAHA FTR. CO., OMAHA

State of Nebraska, )  
County of Douglas ) ss.

On this 22nd day of December, 1922 before me E. N. Bowerman Notary Public in and for said County, appeared Mickel Investment Co. by T. E. Mickel (President) to me personally known and known to be such officer of the aforesaid corporation who being by me duly sworn, did say that he is the President of the Mickel Investment Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and he acknowledged the signing of the foregoing instrument to be his free act and deed and the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



E. N. Bowerman  
Notary Public.

### WAIVER AGREEMENT

I (or we) the owner of the mortgage on the real estate herein before described, on which the buildings are located, which are to be equipped with an automatic sprinkler equipment as described in paragraph one of above lease, hereby agree that said described sprinkler equipment is personal property and separate from the realty, and may be removed from the premises without hinderance or objection on my or our part, in accordance with the stipulations as provided in the above contract.

Witness H. H. Miller

State of Nebraska, )  
County of Douglas ) ss.

THE CONSERVATIVE SAVINGS & LOAN ASSN.  
Per J. H. McMillan  
Treasurer.

On this 22 d day of Jany. 1923 before me H. H. Miller a Notary Public in and for said County, personally appeared J. H. McMillan as Treasurer for The Conservative Savings & Loan Association.



H. H. Miller  
Notary Public.

State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 18th day of January, A.D. 1923, at 4:05 o'clock P.M.

Harry Pearce,  
Register of Deeds.

Compared by W&P.

8. AGREEMENT. )  
Quincy Realty Company )  
and )  
John Magda )

THIS AGREEMENT, Made this 19th day of October A.D., 1917, by and between the QUINCY REALTY COMPANY, of Omaha, Nebraska, party of the first part, and JOHN MADGA, party of the second part,

WITNESSETH: That the said party of the first part has this day agreed that it will sell and convey to the said party of the second part, the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

Lot Number Nine (9), in Block Number Six (6), in CHRISTIE HEIGHTS, An Addition to the City of South Omaha, Now Omaha, as surveyed platted and recorded, for the sum of