

THIS AGREEMENT, Made the 18 day of September A. D. 1948 between Sebastiano Troia and Nellie Troia, husband and wife,

parties of the first part, and Avelina Herrera and Paula Herrera, husband and wife, parties of the second part, as joint tenants and not as tenants in common,

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, to wit: The East Thirty-one (31) feet of the North Sixty(60) feet together with the East Forty-nine (49) feet of the South Seventy-two (72) feet of Lot Three (3) Block Two Hundred Fifty-two (252) City of Omaha, as surveyed, platted

and recorded, Douglas County, Nebraska, and grantors and parties of the first part give to grantees and parties of the second part herein an easement for ingress and egress across that portion of Lot 3, Block 252, original city of Omaha, Douglas County, Nebraska, described as follows: Beginning at a point on the North line of Lot 3, 35 feet East of the Northwest Corner of said Lot, thence south along a line 35 feet east of and parallel to the West line of Lot 3 for a distance of 60 feet; thence West along the line 60 feet south of and parallel to the North line of said Lot 3, a distance of 3 feet; thence in a northeasterly direction along a straight line to the place of beginning, all in Omaha, Douglas County, Nebraska, and further the grantors and parties of the first part herein reserve in themselves and to their assigns, an easement for right of ingress and egress across that portion of Lot 3, Block 252, original city of Omaha, Douglas County, Nebraska, described as follows: Beginning at a point on the North line of said Lot 3, 31 feet west of the northeast corner of said Lot, thence South along a line 31 feet west of and parallel to the East line of said Lot 3 for a distance of 60 feet; thence in a northerly direction along a straight line to a point on the North line of said Lot 3, said point being 26 feet West of the Northeast corner of said Lot 3; thence West along the North line of said Lot 3 for a distance of five (5) feet to the place of beginning, all in Omaha, Douglas County, Nebraska.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE RIGHTS UNDER THIS CONTRACT TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

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 Two Thousand Two Hundred Fifty and no/100 (\$2,250.00) dollars, in payment as follows: \$750.00 down receipt of which is hereby acknowledged. \$25.00 on November 1, 1948 and \$25.00, or more, on the first day of each month thereafter until paid in full. Interest to be 5% per annum, computed and applied monthly.

Parties of the second part agrees to pay the full amount of the balance of this contract at such time as a mortgage may be obtained which will pay the balance then due the parties of the first part at no greater rate of interest or payments than the present contract now bears.

BOOK 237 PAGE 468

All of said deferred payments bear interest at the rate of Five per cent per annum, payable as above stated from date until due, and thereafter at the rate of Five per cent per annum until paid.

Said party ^{ies} of the second part agree to pay all taxes and assessments levied against said premises, including the taxes for the year 1948 and subsequent taxes, before the same become delinquent, and to keep the buildings, if any, on said premises, insured against fire and ext. coverage in the sum of not less than \$ 1500.00, in favor of said part. ^{ies} of the first part.

But if said sum of money, or any part thereof or any interest thereon be not paid when the same is due or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid before the same become delinquent, then in that case, the whole of said sum shall, and by this indenture does immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time being of the essence of this contract, said part ^{ies} of the first part agree to make, execute and deliver to said part ^{ies} of the second part, a good and sufficient warranty deed conveying said real estate to them in fee simple, free of all incumbrances except the taxes for the year A. D. 1948 and subsequent taxes, upon surrender of this duplicate contract; Provided, that at any time before final payment has been made, upon the request of said first part, said part ^{ies} of the second part shall execute to the said part ^{ies} of the first part, notes for the unpaid balance of the purchase money, secured by a first mortgage on said premises upon delivery of a deed conveying the title to said premises to Avelino Herrera and Paula Herrera, husband and wife, ^{ies} as joint tenants and not as tenants in common.

In case the said part ^{ies} of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed they shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall henceforth be deemed mere tenants at will under the said part ^{ies} of the first part and be liable to be proceeded against under the provisions of an Act regulating proceedings in cases of forcible entry and detainer, and the acts amending the same. And any payments that shall have been made, shall become forfeited to the part ^{ies} of the first part, as stipulated damages for the non-performance of this contract.

Said part ^{ies} 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 them; but upon failure to comply with the same, said right of possession shall terminate and said part ^{ies} 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 part ^{ies} 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

Lloyd W. Kilmer

Sebastiano Troia
Nellie Troia
Avelino Herrera
Paula Herrera

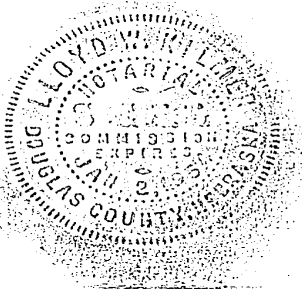
STATE OF NEBRASKA, County of Douglas } ss. On 18 day of September A. D. 1948, before me

Notary Public in and for said county, personally came Sebastiano Troia and Nellie Troia, husband and wife,

to me personally known to be the identical person s whose name s are affixed to the above instrument as grantor s, 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 Omaha, Nebraska on the day last above written.

Lloyd W. Kilmer



6. 27 Sept 1948 3:00 P.M. 1.65