

SEP 10 1973

WARRANTY DEED

THIS DEED, made this 6th day of September, 1973, by THE 500 PARTNERSHIP, a general partnership organized and existing under the laws of the State of Nebraska, hereinafter designated and referred to as "Grantor", to Harry B. Otis of Omaha, Nebraska, hereinafter designated and referred to as "Grantee"

WITNESSETH:

The Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant, bargain sell, convey, and confirm unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The apartment unit known as Apartment No. 208 in The 500 Building Condominium Property Regime, designated and described as Apartment Unit No. 208 in the Master Deed dated July 27th, 1973, establishing a condominium property regime for the condominium ownership of The 500 Building ("Building") and the land on which it is erected known as and by the street numbers 500 South 37th Street, Omaha, Douglas County, Nebraska, made by the Grantor under the Condominium Property Act of the State of Nebraska, recorded in the office of the Register of Deeds of the County of Douglas, Nebraska, on the 27th day of July, 1973, in Book 1485 of Conveyances at Page 307, hereinafter called the Master Deed, and on the Unit Location Plans of the Building, certified by Lamp, Rynearson & Tilly, on the 16th day of March, 1973, and filed in the office of the Register of Deeds in the County of Douglas, Nebraska, concurrently with the Master Deed, hereinafter called the Unit. The land upon which the building is located is described as follows:

Lot 1, Block 2, West Omaha, an Addition to the City of Omaha, Douglas County, Nebraska

Together with an undivided 1.68751% per cent interest in the common elements of the Property, hereinafter called the common elements;

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or common elements now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building, or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements, so that any such encroachments may remain so long as the Building shall stand;

Together with an easement in common with the owners of other apartment units in The 500 Building Condominium Property Regime to use any pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units or elsewhere on the Property, and serving the Unit;

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with and subject to all easements of necessity in favor of the Unit or in favor of other Units or the common elements;

Together with an easement for the exclusive use of any balcony or terrace to which the Unit has sole access;

Subject to the provisions of the Master Deed and of the Bylaws with attached Rules and Regulations and Recorded Plans of The Building, of The 500 Building Condominium Property Regime, as the same may be amended from time to time by instruments recorded in the office of the Register of Deeds of the County of Douglas, Nebraska, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

Subject to the state of facts shown on the land survey of the Property and Unit Location Plans of the Building prepared by Lamp, Rynearson & Tilly, engineers and architects, recorded as aforesaid in the Register of Deeds' office, and any additional state of facts which subsequent surveys or plans would show, provided such additional state of facts would not render title unmarketable;

Subject also to easements in favor of adjoining apartment units and in favor of the common elements for the continuance of all encroachments of such adjoining apartment units or common elements on the Unit now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining Unit or of the common elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements, so that any such encroachments may remain so long as the Building shall stand;

NEBRASKA DOCUMENTARY STAMP TAX
SEP 10 1973
\$ 2530 BY [Signature]

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Subject also to an easement in favor of the other apartment units in the Condominium Property Regime to use the pipes, wires, ducts, conduits, cables, public utility lines, and other common elements located in the Unit or else where on the Property and serving such other units;

Subject also to easements in favor of any apartment unit having sole access to a balcony or terrace, for the exclusive use of such balcony or terrace;

Subject also to the lien of current real estate taxes, easements, covenants and conditions of record, and the mortgage June 18, 1970, in favor of Massachusetts Mutual Life Insurance Company recorded in Book 1842, Page 133 of the Mortgage Records of the Register of Deeds, Douglas County, Nebraska;

To have and to hold the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever.

Grantor does hereby covenant with the Grantee, the heirs or successors and assigns of the Grantee, that the Grantor is lawfully seized of the apartment unit conveyed hereby and that such apartment unit is free from encumbrance except as herein stated. Grantor covenants that it has good and right and lawful authority to sell the Unit hereby covenant to warrant and defend the title to said Unit against the lawful claims of all persons whomsoever.

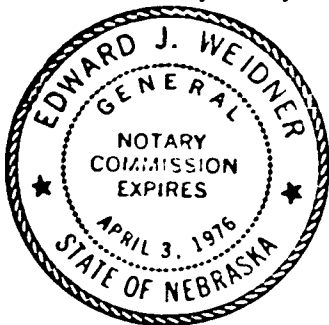
IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

By William A. Goddard
THE 500 PARTNERSHIP
William A. Goddard
Attorney in Fact for
all of the Partners of The
500 Partnership
STATE OF NEBRASKA SS.
COUNTY OF DOUGLAS

On this 7 day of September, A.D. 1973, before me Edward J. Weidner
Notary Public in and for said county, personally came William A. Goddard, Attorney in Fact for all of the Partners of The 500 Partnership, a general partnership organized and existing under the laws of the State of Nebraska, to me personally known to be the identical person whose name is affixed to the within instrument as Attorney in Fact and he acknowledged the execution of the same to be his voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day and year last above written.

Edward J. Weidner
Notary Public.



Return To:
First Fed. of Lincoln
2101 So. 42nd
Omaha, Nebr. 68106

RECEIVED
1973 SEP 10 PM 2:59
C. HAROLD OSLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
530 Deed

BY Ed J. Weidner
Deputy
MAIL 82-4
C.P.N.P.G.
Computed Fee 635
82 072530

THE STATE OF NEBRASKA
COUNTY OF DOUGLAS
Recorded in Book 1488 Page 431
for Record & Deeds of Douglas County, Nebraska
Ed J. Weidner
Register of Deeds