

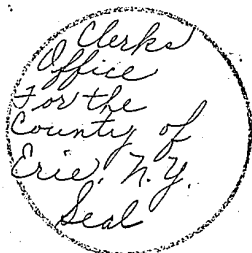
# DEED RECORD No. 573

believe the signature to the said certificate of acknowledgment or proof is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Courts, at Buffalo, this 11 day of Oct. 1929.

No. 52494

Void.



A. R. Atkinson,  
Clerk.

State of Nebraska)  
                          )SS.  
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 18th day of November, A. D. 1929, at 2:55 o'clock P. M.  
Harry Pearce,

Register of Deeds.

"VOID" See Book 573, Page 209.

Compared by

\*\*\*\*\*  
24. Warranty Deed.            ) Know all Men by these Presents, That Hastings & Heyden, a  
Hastings & Heyden         ) corporation under the laws of the State of Nebraska, in consideration  
to                                 ) of Fifty-six Hundred Thirty-seven and 26/100 (\$5637.26) Dollars, in hand  
Clell La Bell & Wf.         ) paid, do hereby Grant, Bargain, Sell, Convey and Confirm unto Clell  
La Bell and Luda O. La Bell, 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 Two (2), Three (3) and Eleven (11), Block 5, Bensoncrest, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

      Subject to the 1926 County Taxes and all other taxes and assessments thereafter levied or assessed.

      This deed is made pursuant to a contract of sale made under date of September 10th, 1926 and is subject to all rights, liens or encumbrances arising through or under the vendees in said contract, their heirs, representatives or assigns.

      Subject to a mortgage in favor of the Occidental Building and Loan Association on Lot 3, Block 5, Bensoncrest, above mentioned, upon which there is a balance due amounting to \$2840.92 which the grantees assume and agree to pay as part of the consideration herein.

      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 1st, 1935. No dwelling shall at any time prior to the above date be erected thereon costing less than \$1000.00, exclusive of outbuildings, and the main body of same shall not be nearer than 35 feet to the street on which said lot faces. Where the lot is a corner lot or fronts on two streets, the main body of any house or houses built shall be 35 feet from either street. No outbuildings 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.

      Residences may be built costing less than \$1000.00 providing they are set upon either a brick, block or stone foundation and are painted and of neat appearance, and set back at least 100 feet from the lot lines. No houses may be built having an exterior covered with tar paper, rubber or felt composition of any kind.

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263564-OMAHA PRINTING CO., OMAHA

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 on to said premises unless the written consent of the undersigned seller is first obtained.

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 of, in or to the same or any part thereof;

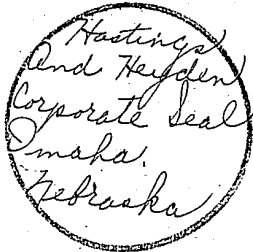
It being the intention of all parties hereto, that in the event of the death of either of said Grantees, the entire Fee Simple Title to the real estate described herein shall vest in the surviving Grantee.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Clell La Bell and Luda O. La Bell, husband and wife, as Joint Tenants, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them forever; and the said Hastings & Heyden, for themselves and their successors, doth covenant with the said Clell La Bell and Luda O. La Bell, husband and 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 Clell La Bell and Luda O. La Bell, husband and 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 21st day of September A. D. One Thousand Nine Hundred and Twenty-nine.

In Presence of

Victor L. Jones



Hastings & Heyden

By Byron R. Hastings, President.

Attest: Kenneth F. Reed, Secretary.

The State of Nebraska, )  
Douglas County. ) SS.

On this 21st day of September, A. D. 1929, before me, a Notary Public in and for said County, personally came the above named Byron R. Hastings, President of Hastings & Heyden, who is personally known to me to be the identical person whose name is affixed to the above Deed as President of Hastings & Heyden, the grantor, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

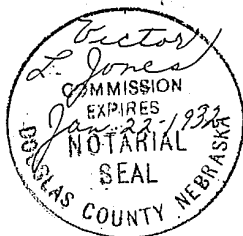
WITNESS my hand and Notarial Seal the date aforesaid.

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Victor L. Jones,

Notary Public.

My commission expires on the 22nd day of  
January, A. D. 1932.



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  
18th day of November, A. D. 1929, at 3:20 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by B&R.

26. Warranty Deed. )  
Hugh H. Harper & Wf. ) KNOW ALL MEN BY THESE PRESENTS: That Hugh H. Harper and  
to ) Ruth F. Harper (husband and wife) in consideration of Twenty-five  
Ida L. Rylen ) Hundred (\$2500.00) Dollars, in hand paid, do hereby grant, bargain,  
sell, convey and confirm unto Ida L. Rylen, the following described  
real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lot Six (6), in Block Six (6), in Cedarnole, as surveyed, platted and recorded, subject  
to all taxes, both regular and special for the year A. D. 1923, and all subsequent taxes, and  
subject to any encumbrances becoming a lien against said premises since the Twenty-eighth day  
of September 1923, together with all Tenements, Hereditaments and Appurtenances to the same  
belonging, and all the estate, title, dower, claim or demand whatsoever of the said Hugh H.  
Harper and Ruth F. Harper of, in or to the same or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto the  
said Ida L. Rylen and to her heirs and assigns forever; subject to the following limitations,  
restrictions, conditions and covenants:

FIRST: The said premises shall be occupied, and used for residence purposes  
exclusively for a period of Fifteen (15) years from June 1st, 1916.

SECOND: No building or any part or projection thereof, except the cornice of the  
roof, shall at any time within said period of Fifteen (15) years be erected or located on  
the property hereby conveyed within Thirty-five (35) feet of any street line adjoining  
said Lot, except that an open porch and roof thereon or a terrace may be attached to the  
building between it and the said street line.

THIRD: No buildings shall be erected on said property within said period of fifteen  
(15) years, other than single detached dwellings, with necessary outbuildings, and each of  
such dwellings shall not be less than two full stories in height; must be built of brick, brick  
vener, stucco, stone or some combination thereof, and the cost of each of such dwellings,  
exclusive of outbuildings, shall not be less than Six Thousand (\$6000.00) Dollars.

FOURTH: Garages or other outbuildings if erected on said premises during said period  
of Fifteen (15) years, must be built of the same material and shall correspond in architecture  
with the dwellings to which they belong, and if detached from the dwellings shall not be  
built within thirty-five (35) feet of any street line adjoining said Lot.

FIFTH: Each of the conditions and covenants aforesaid shall run with and bind the  
land hereby conveyed and every part thereof and be binding upon every person who shall be the  
owner thereof during said period of Fifteen (15) years.