

North of us

AGREEMENT

This agreement made effective this 27 day of March 1961 by and among Robert E. Schweser Company, a Nebraska Corporation with principal offices in Omaha, Nebraska, hereinafter referred to as "company" and Frank ^B Krejci and ^{BANDANA} Alice, husband and wife, hereinafter referred to as "owners".

WITNESSETH:

WHEREAS the company and the owners, by contemporaneous agreement dated 3/27, 1961, have agreed to an arrangement for financing certain water and paving improvements on land owned by the owners, which is to be done and through the formation of a sanitary and improvement district in Douglas County, Nebraska. And

WHEREAS it is the intent of the parties hereto and a basis of the company's commitment that all of the property located within the district owned by the owners be pledged to the payment of the warrants authorized to construct such improvements, and that if warrants are not picked up and paid for by issuance of bonds within a period of three years from the date of this agreement, that for purposes of the pledge herein referred to, that warrants shall be considered due and payable.

NOW, THEREFORE, be it agreed between the parties hereto in consideration of the above mentioned agreement that the owners hereby covenant and agree that as long as the company is bound by said agreement the owners will not voluntarily encumber the following described property, to-wit:

The North Fifty Acres (50) of the South Seventy-four Acres (74) of the East One-half of the Northwest Quarter, Section 13, Township 15 North, Range 10, East of the 6th P.M., Douglas County, Nebraska, and

Lots 1 through 13 inclusive, Lots 14 through 25 inclusive, and Lots 26 and 27, and Lots A and B, all in Greengarden, a subdivision in Douglas County, Nebraska, and

The East One-half of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., and the West One-half (5) of the Northwest Quarter of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., all in Douglas County, Nebraska, and

the East One-half of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., and the West One-half (5) of the Northwest Quarter of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., all in Douglas County, Nebraska, and

the East One-half of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., and the West One-half (5) of the Northwest Quarter of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., all in Douglas County, Nebraska, and

the East One-half of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., and the West One-half (5) of the Northwest Quarter of the Northwest Quarter of Section 13, Township 15 North, Range 10, East of the 6th P.M., all in Douglas County, Nebraska, and

thence N 89° 37' 25" W, 173.74 ft; thence S 68° 13' 55" W, 261.83 ft; thence N 70° 24' 25" W, 178.8 ft; thence S 80° 15' 35" W, 356.13 ft; thence S 76° 47' 15" W, 188.83 ft; thence S 46° 57' 45" W, 60.15 ft; thence S 68° 52' W, 158.81 ft. to a point on the West line of the Northwest Quarter of said Section 13; thence South along the West line of the Northwest Quarter of said Section 13, 909.68 ft. to the point of beginning.

It is further agreed that the owners will execute a mortgage in favor of the company covering all of the above described property at the time the company takes up and pays for any warrants issued for the improvements and in an amount equal to the warrants required to be picked up by the company from time to time. The mortgage will provide that if the warrants for which the mortgage has been executed, have not been picked up and paid for by the issuance of bonds or other means within a period of three years from the date of this agreement, then the warrants will be considered due and payable in full for the purpose of this agreement and the mortgagee can then foreclose the mortgage and avail themselves of any and all other remedies available to the mortgagee or company.

The aforesaid mortgage shall provide that all other mortgages issued in accordance with this agreement for paving and water improvements will have equal priority and in case of default will be considered as if there were only one mortgage and further provide that platted and recorded lots will be released from the mortgage at the time all special assessments levied against any such lot or lots to pay for said improvements have been paid in full, or at the time home improvements have been constructed on such lot or lots, or at the time lots are sold and financing commitments have been firm for the construction of improvements on any such lot or lots and need only such release to commence the construction of such home improvements.

It is further understood that at such time as bonds have been issued in payment of all outstanding warrants, all of the aforesaid mortgages shall be released in full.

IN WITNESS WHEREOF, the company and the owners have signed this agreement on the 27 day of March, 1921, at _____

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 27 day of March, 1961, before me the undersigned Notary Public duly commissioned and qualified in and for said county, appeared Frank R. Krejci and Barbara Krejci, husband and wife, to me known to be the identical persons who are described in and who subscribed their names to the foregoing Agreement; and they acknowledged to me their execution thereof as their voluntary act and deed, and the voluntary act and deed of each of them.

WITNESS my hand and Notarial Seal on this day and year last above written.

Walter G. Schmidt
Notary Public

My Commission expires _____

