

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 27th
day of April, A.D., 1937, at 11:35 o'clock, A.M.
Thomas J.O'Connor,
Register of Deeds.

Compared by D&T

6. Agreement

Maybelle M. Gordon & Hsb.)
and)
49th & Dodge Corporation) WHEREAS, 49th & Dodge Corporation, a Nebraska corporation, herein-
after called "Corporation", is lessee of the premises described
as:

Lots 23 and 24, Block 116, Dundee Place, an addition to the City of Omaha, Douglas
County, Nebraska, as surveyed, platted and recorded;
and

WHEREAS, Maybelle M. Gordon, and M.I. Gordon, her husband, hereinafter called
"Owner" is owner of the adjoining premises described as:

Lots One and Two (1 and 2) Block One Hundred and Sixteen (Block 116), Dundee Place,
an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.
and

WHEREAS, part of the sidewalk along the South side of said property of Owner
encroaches several inches upon said property leased by Corporation and as a result thereof Owner
has been using a portion of said property leased by Corporation; and

WHEREAS, Corporation has recently erected a retaining wall near the North end of
its said leased property; and

WHEREAS, Corporation is unwilling to permit Owner the further use of any portion of
Corporation's said leased property unless the respective rights of Owner and Corporation be
definitely fixed as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable
consideration, said Owner does hereby acknowledge, and does hereby covenant and agree with
Corporation that the aforesaid retaining wall is not intended to and does not designate the dividing
line between said property leased by Corporation and said property of Owner but is actually
located entirely on said property leased by Corporation and several inches South of said property
line; that the use by Owner, heretofore and in the future, of any portion of said property leased by
Corporation, North of said retaining wall, has been and shall continue to be only by virtue of
the permission and sufferance of Corporation, its predecessors and successors in title, and shall
not operate to vest in Owner any right, title, claim or interest by way of adverse possession or
otherwise, in and to said property leased by Corporation and that such use by Owner may be termin-
ated by Corporation at any time.

THIS instrument shall inure to the benefit of the respective heirs, legal
representatives, successors and assigns of Owner and Corporation.

IN WITNESS WHEREOF, Owner has executed this instrument under seal, this 17 day of
April, 1937.

C.W. Calkins
Witness as to both
signatures

Maybelle M. Gordon (SEAL)
M.I. Gordon (SEAL)

MISCELLANEOUS RECORD No. 124

State of Omaha)
County of Douglas) ss.

On this 17 day of April, 1937, personally appeared before me C.W. Calkins, a Notary Public, in and for said county, M.I. Gordon and Maybelle M. Gordon, his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the individuals described in and who executed the said annexed instrument as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires Jan. 14th, 1938.



C.W. Calkins
Notary Public

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 27th day of April, A.D., 1937, at 2:18 o'clock, P.M.
Thomas J.O'Connor,

Register of Deeds.

Compared by D&T

10. Lease
Omaha Loan & Building Assn.)
to) THIS LEASE, made and entered into the 10th day of June 1935,
Jeanette W. Farmer) by and between Omaha Loan and Building Association, a corporation
of the first part, and Jeannette W. Farmer of the second part:

WITNESSETH: That the said party of the first part, in consideration of the sum of \$32.50, the receipt of which is hereby acknowledged, and the rents, covenants and agreements hereinafter contained, to be paid, kept and performed by the party of the second part, hath Demised, Leased and Let, and by these presents doth Demise, Lease and Let unto the said party of the second part, the following described premises, situated in the County of Douglas and State of Nebraska, to-wit:

Lot two (2) in Block two (2) in A.S. Patrick's Addition to the City of Omaha, as surveyed, platted and recorded,

In consideration of the within Lessee's making each of said rent payments in full and promptly on the date the same shall be due, the Lessor agrees to pay all taxes and special assessments and insurance premiums upon said property, but failure to pay said rent payments promptly and in full as aforesaid shall discharge the Lessor from all obligations to pay said taxes, assessments and insurance premiums, and the Lessee's shall thereupon immediately become liable to pay all accrued taxes, assessments and insurance premiums whether paid by the Lessor or not, and also thereafter accruing taxes, assessments and insurance premiums, and their failure to immediately repay to the Lessor such taxes, special assessments and insurance premiums as may have been paid by the Lessor and failure to pay such other taxes, assessments and premiums before delinquent shall constitute a breach of this contract in like manner as if said Lessee were obligated in the first instance by this contract to pay said taxes, assessments and insurance premiums. It is understood, however, that if the taxes are in excess of \$7.50 per month, the Lessee shall pay the shortage by August 1st of each year, for a term of two (2) years, beginning June 10, 1935 and ending June 9, 1937.