

25. Quit Claim Deed.

A.J. Whalen & Wf.

to ) THIS INDENTURE, Made this 21st day of February, in the year one thousand Builders Investment Co. ) nine hundred and thirty-nine, between A.J. Whalen and Katherine R. Whalen, husband and wife, of the first part, and Builders Investment Company of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar and other good and valuable considerations to them duly paid, the receipt whereof is here by acknowledged have remised, released, and quit-claim, and by these presents do for themselves, their heirs, executors and administrators, remise, release and forever quit-claim and convey unto the said part of the second part, and to its successors and assigns forever, all their right, title, interest, estate, claim and demand, both at law and in equity, of, in and to all

Lots Two (2) and Nine (9), Block Four (4), Home Acres, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Together with all and singular the hereditaments thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Builders Investment Company, o heirs and assigns; so that neither they the said grantors, or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Signed, scaled and delivered in presence of

E.D. O'Sullivan

A.J. Whalen

Katherine R. Whalen

State of Nebraska)
) ss.
Douglas County

On this 21st day of February, A.D. 1939, before me, the undersigned E.D. O'Sullivan a Notary Fublic, duly commissioned and qualified for and residing in said county, personally came A.J. Whalen and Katherine R. Whalen, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Pullivan July 29- 1943 E.D. O'Sullivan

Notary Public

My Commission expires the 29 day of July, 1943.

State of Nebraska, )
County of Douglas.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 28th day of February, A.D., 1939, at 3:43 o'clock, P.M.

Thomas J. O'Connor

Register of Deeds

Compared by D&W

Abraham L. Reed & Wf.

to

KNOW ALL MEN BY THESE PRESENTS, That We, Abraham L. Reed and Thede B.

Charles M. Duquette & Wf.) Reed, Husband and Wife, of Douglas County, Nebraska, in consideration

of Twelve Hundred and Fifty (\$1250.00) Dollars in hand paid, do hereby grant, bargain, sell, convey and confirm unto Charles M. Duquette and Mae Duquette, 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:

ELEXIBLE HINGE ELBROWN FRANCE CO. LINEN FRANCE CO.

Lot One (1), Block Seven (7), in Happy Hollow View, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

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 grantors, of, in or to the same, or any part thereof; subject to the taxes for the year 1926 and to all subsequent taxes and assessments.

Also subject to the following restrictions:

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 1, 1940. No dwelling shall at any time prior to the above date be erected thereon costing less than \$3,000.00 exclusive of outbuildings, and the main body of the same shall not be nearer than 40 feet from the line of the street or streets adjacent to said lot. No building 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.

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 a aid premises without the written consent of the undersigned seller; provided, however, that this restrictions 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 onto said premises unless the written consent of the undersigned seller is first obtained.

The grantor shall have the right for a period of five years from this date to go upon said premises and remove as hay the alfalfa and blue grass, unless the purchaser is actually living upon said property, except purchaser shall have the right at any time to plow or cultivate said property and plant crops or trees for his own use.

The grantor, for a period of five years, intends in a good faith manner to cut all weeds or growths upon said premises, keep all lot stakes in position, clear all culverts and drains and keep in reasonable repair all streets within the addition.

It being understood, however, that any omission on the part of the grantor shall not constitute a cause of action against the grantor by the grantee herein, or the public generally.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTERS, 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 grantees 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 we the granters named herein for ourselves and our heirs, executors, and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them; that we are lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that we the said grantors have good right and lawful authority to sell the same, and that we will and our heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the

## ED RECORD No. 665

ELEXIBLE HINGS LLBROWN TO PAPER CO

lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF We have hereunto set our hands this 22nd day of December, A.D.

1937.

In presence of H.J. Ayres

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Abraham T. Reed

Thede B. Reed

State of Nebraska,

County of Douglas,

On this 22nd day of December, A.D. 1937, before me, a Notary Public in and for said County, personally came the above named Abraham L. Reed and Thede B. Reed, Husband and wife, who are personally known to me to be the identical persons whose names affixed to the above instrument as grantors, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

H.J. Ayres

Notary Public.

My commission expires on the 22nd day of October, A.D., 1398.

State of Nebraska, County of Douglas.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 1st day of March, A.D., 1939, at 11:48 o'clock, A.M. Thomas J. O'Connor

Register of Deeds

Compared by D&W

BORRERS BORRER 6. Quit Claim Deed. QUIT CLAIM DEED VESTING ENTIRE TITLE IN SURVIVOR

Robert W. Haney

to

THIS INDENTURE, Made this 20th day of February, in the year One Thousand Louis C. Rasmussen & Wf. ) Nine Hundred and Thirty Nine, between Robert W. Haney, single, party of the first, and Louis C. Rasmussen, and his wife Doris Rasmussen, parties of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of \$1.00 (one) Dollar, to me duly paid, the receipt whereof is hereby acknowledged has remised, released, and quit-claim, and by these presents do for myself and my heirs, executors and administrators, remise, release and forever quit-claim and convey unto the said parties of the second part, and to their heirs and assigns forever, as Joint Tenants, and not as tenants in common, all of my right, title, interest, estate and my claim and demand, both at law and in equity, of, in and to all of the following described real estate, situate in the County of Douglas and State of Nebraska. to-w.it.:

West Two (2) feet of the East Three Hundred Sixty-six (366) feet of Sub-Lot Five (5) of Tax-Lot Six (6) in section Twenty-six (26), Township Fifteen (15) North, Range Thirteen (13) East of the Sixth P.M., as surveyed, platted and recorded.

Together with all and singular the hereditaments thereunto belonging.

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 unto the said Louis C. Rasmussen, and his wife Doris Rasmussen and their heirs and assigns; so that neither the party of the first part the said grantor, or any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.