

MISCELLANEOUS RECORD, No. 50

176381-MFG. BY OMAHA PRINTING CO., OMAHA

1. Agreement.)
 Fred Hansen and Wife)
 and)
 Katie R. Grotte.)

THIS AGREEMENT, Made this 23rd day of November, 1920, by and between Fred Hansen and Bertha Hansen, his wife, who are the owners of the West Sixty-five (65) feet of the East One Hundred Sixty-five (165) feet of the North Ninety-five (95) feet of Lot Forty-three (43) in S. E. Rogers' Okahoma Addition to the City of Omaha, Douglas County, Nebraska, and Katie R. Grotte, widow, who is the owner of the East Fifty-five (55) feet of the West One Hundred Sixty-five (165) feet of the North Ninety-five (95) feet of said Lot Forty-three (43) in S. E. Rogers' Okahoma Addition, WITNESSETH:

That the said parties hereto, for and in consideration of the mutual promises and agreements, do hereby agree that the West three feet and eight inches (W. 3' 8") of the property above described as belonging to the said Fred Hansen and Bertha Hansen, and the East four feet and four inches (E. 4' 4") of the property above described as belonging to Katie R. Grotte, shall be used for the purposes of a mutual driveway for the use of both of the above described properties; and the said Fred Hansen and Bertha Hansen do hereby give and grant unto the said Katie R. Grotte, her heirs, representatives and assigns, a perpetual right and easement over the West three feet and eight inches (W. 3' 8") of the West Sixty-five (65) feet of the East One Hundred Sixty-five (165) feet of the North Ninety-five (95) feet of Lot Forty-three (43) in S. E. Rogers' Okahoma Addition aforesaid, for driveway purposes as aforesaid; and the said Katie R. Grotte does hereby give and grant unto the said Fred Hansen and Bertha Hansen, their heirs, representatives and assigns, a perpetual right and easement over the East four feet and four inches (E. 4' 4") of the East Fifty-five (55) feet of the West One Hundred Sixty-five (165) feet of the North Ninety-five (95) feet of said Lot Forty-three (43) in S. E. Rogers' Okahoma Addition aforesaid, for said driveway purposes. It being understood and agreed that said easement shall continue and remain in full force and effect and shall run with the land above described and be binding upon the parties hereto, their heirs, representatives and assigns.

It is also agreed that the said Fred Hansen and Bertha Hansen shall pay no part of the cost of constructing the driveway built and installed in accordance with this agreement. It is understood that driveway is to be concrete construction.

Executed in duplicate the day and date above written.

Witness
 Clare R. Nelson

Fred Hansen
 Bertha Hansen.
 Mrs. Katie R. Grotte

STATE OF NEBRASKA.)
) SS
 DOUGLAS COUNTY.

On this 23rd day of November, A.D. 1920, before me, a Notary Public in and for said county and state, personally came the above named Fred Hansen and Bertha Hansen, his wife, and Katie R. Grotte, widow, to me known to be the identical persons whose names are subscribed to the above instrument, and they severally acknowledged the said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date aforesaid.

Clare R. Nelson
 Notary Public.

My Commission expires
 Febr. 13 - 1926.



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State of Nebraska)
Douglas County)

Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 24th day of November, A.D. 1920 at 9.50 o'clock A. M.

Harry Pearce,
Register of Deeds,
Compared By
W&P.

2. Contract.

Thomas M. Jewell and Wife.)
&)
Mert L. McIntosh.)

THIS AGREEMENT, Made the 16th day of February A.D. 1920 between Thomas M. Jewell and Mary Jewell (Husband and wife) party of the first part, and Mert L. McIntosh party of the second part.

WITNESSETH, That said party of the first part agrees to sell and convey to said party of the second part, for the price and upon the terms hereinafter mentioned, the following described Real estate situate in the County of Douglas and state of Nebraska, to wit:

The North One/Half (1/2) of Lot Three (3) in Block Twenty Two (22) in Boyds Addition an Addition to the City of Omaha, as surveyed, platted and recorded.

Said party of the second part agrees to purchase said real estate from said party of the first part, and to pay to them as the purchase price for the same, the sum of Nineteen Hundred Fifty and No/100 (\$1950.00) dollars, in payment as follows: Two Hundred Dollars (\$200) cash in hand, the receipt whereof is hereby acknowledged and Seventeen Hundred Fifty Dollars (\$1750) together with interest thereon at the rate of Six and Six/Tenths Per cent (6.6%) per annum to be paid as follows:- Twenty Dollars (\$20) or more on the 1st day of April 1920 and Twenty Dollars (\$20) or more on the 1st day of each and every month thereafter until the whole of the sum of Seventeen Hundred Fifty Dollars (\$1750) and interest thereon at the said rate on all of the said sum of \$1750.00 unpaid, is wholly paid.

The party of the second part agrees to pay any and all taxes levied or assessed upon this contract of sale or the debt or obligation due the parties of the first part as evidenced thereby before the same by law becomes delinquent and save the parties of the first part harmless therefrom.

It is agreed that the parties of the first part may mortgage said property to any amount at any local Loan and Building Association not to exceed the amount owed by the party of the second part to the parties of the first part, and the same shall be a part of the purchase price hereof.

Notice is hereby given and received that there is a mortgage on said property at the Bankers Savings and Loan Association on which there is an unpaid balance as of March 1st 1920, amounting to \$988.80 which is a part of the purchase price hereof.

All payments to be made at

All of said deferred payments bear interest at the rate of 6.6 per cent per annum payable Monthly from date until due, and thereafter at the rate of ten per cent per annum until paid.

Said party of the second part agrees to pay any and all taxes and assessments levied against said premises, including the special taxes of paving and curbing due but not delinquent and interest thereon, and the city taxes for the year 1920, and all subsequent taxes