

THIS AGREEMENT, WITNESSETH: That THE BYRON REED COMPANY hereinafter designated as the seller, has agreed to bargain, sell and convey to LEO KUBIK whose address is 1618 Cass Street, Omaha, Nebraska, hereinafter designated as the buyer, upon the terms and conditions hereinafter expressed:

That part of Auditors Lot Fourteen (14), Section 21, Township 75, Range 44, described as follows: Beginning at a point of intersection of North line of Avenue "J" and Nebraska-Iowa State Line; thence North along a line parallel to North and South Half ($\frac{1}{2}$) Section line of Section 21, Township 75, Range 44 for a distance of 620 feet more or less to South line of Locust Street; thence East along south line of Locust Street; 287.3 feet to said State line; thence southwesterly along said State line to point of beginning, Pottawattamie County, Iowa designated as Parcel A according to actual survey and plat hereto attached.

West 132 feet of Block Ten (10), Olliver Place, together with that part of Lot Four (4), East Omaha Land Company's Land, lying south of Locust Street and in Douglas County, Nebraska designated as Parcel B according to actual survey and plat hereto attached.

and the said buyer hereby agrees to pay to the seller for said property at the office of the Byron Reed Company, Inc., Omaha, or at such other place as the seller may hereinafter designate, the sum of THIRTY SEVEN HUNDRED FIFTY AND NO/100 (\$3750.00) DOLLARS payable \$1750.00 down, then \$35.00 per month in advance until said purchase price is paid in full together with interest thereon at the rate of 5% per annum from date until fully paid. Said payments to be first applied on interest and the remainder on principal.

FIRST: The buyer agrees to pay the regular and special taxes assessed against said property on and after this date. Said buyer further agrees to pay all installments of East Omaha Drainage District taxes not yet paid; also the taxes which may be levied against said seller on its indebtedness secured hereby.

Also subject to the last half of the county and state and regular taxes for the year 1946 and all subsequent taxes and assessments levied or assessed on and after this date.

SECOND: The unpaid balance of the purchase price may be paid at any time before due.

THIRD: If such taxes and interest be not paid when due, or if the payments shall be more than one month delinquent, the seller may at its option either declare the entire balance of the purchase price due and collectible, or it may rescind this contract and sell and convey said property at its option: and in the event of such rescission all payments already made by the buyer shall be taken and retained by the seller, not as penalty, but as and for liquidated damages for the breach of this contract, but failure or delay to exercise said option at the time of any default shall not be or held to operate as a waiver of the right to exercise such option at any time thereafter at the option of the seller. It is agreed that a letter addressed to the buyer at the address above given shall be sufficient (but not exclusive) notice of the exercise of said option.

FOURTH: The buyer shall be entitled to the possession of said premises so long as he shall comply with the foregoing terms of agreement, but upon the failure to comply with the same, then at the option of the seller the right of the buyer to possession is to immediately terminate and the buyer shall surrender possession of said premises to the seller.

FIFTH: That said property shall never be sold to, given to, rented to, or occupied as owner or tenant by or in any manner conveyed to, any other than a member of the Caucasian race, nor for any unlawful or immoral use. In the event of the violation of any of these provisions

the seller shall have the right to exercise the options hereinbefore provided for cancellation of this contract.

SIXTH: This purchase is made subject to an existing right and license of the Northwestern Bell Telephone Company and the Nebraska Power Company, severally or jointly, their successors and assigns to erect, operate and maintain a several or joint pole line or apparatus for telephone, telegraph, messenger, electric light and power purposes, along the rear boundary line of said property for use and benefit of the owners and occupants of said block. Said license being subject to future modifications or termination on written notice signed by the owners of a majority of the street frontage of the property in said block.

SEVENTH: The buyer agrees that when any improvement in the way of a building or buildings are erected on said property, the same shall thereupon become a part of said real estate, and the buyer or his assignee will cause the same to be insured against loss or damage by fire or windstorm in one or more responsible insurance companies for the insurable value of the same and that the policy or policies therefor, containing a clause providing that the loss, if any, shall be first payable to the seller as its interest may appear, shall be deposited with the seller as additional security for the indebtedness secured hereby and that such insurance shall be kept and maintained by the buyer or his assigns until the purchase price of said property with the interest thereon is fully paid; and that in the event of any failure on the part of said buyer or his assignee to insure any such building or buildings or to keep and maintain the same or to deliver the policies therefor to the seller at any time before the purchase price of said property together with the interest thereon as herein provided is fully paid, the seller may procure such insurance and pay the premium thereon and that any money so paid by the seller together with interest thereon at the rate of 9 per cent per annum from the date of such payment shall be added to and become a part of the indebtedness secured by this contract, the first payments thereafter made by the buyer or his assignee under this contract to be applied by the seller towards extinguishing the amount so paid by it on account of insurance.

EIGHT: The buyer may sell or transfer this contract with the written consent of the seller but any sale or assignment without such consent shall be void. No building shall be placed on said premises without the written consent of the seller. In the event of sale or transfer of this contract with such consent the assignee shall succeed to all the rights and shall be and become subject to all of the liabilities of the buyer hereunder. And in violation of any of the aforesaid provisions the seller shall have the right to exercise the option herein provided for cancellation of this contract.

NINTH: It is agreed that when the purchase price has been fully paid and the purchaser has fulfilled his part of this contract, the seller will execute to the buyer a SPECIAL WARRANTY DEED conveying said property free and clear of all encumbrances save encumbrances placed thereon by the buyer, but with the restriction clauses contained in the preceding paragraphs, and will furnish the buyer an abstract of title showing a merchantable title to said property in the seller free from encumbrances except as above set forth or that in lieu thereof the seller in its discretion may furnish a title policy insuring the title of the seller and that the same is free from encumbrances except as above set forth. This contract is made subject to any laws with reference to zoning that may be passed.

Executed in duplicate this 29th day of April, 1947.

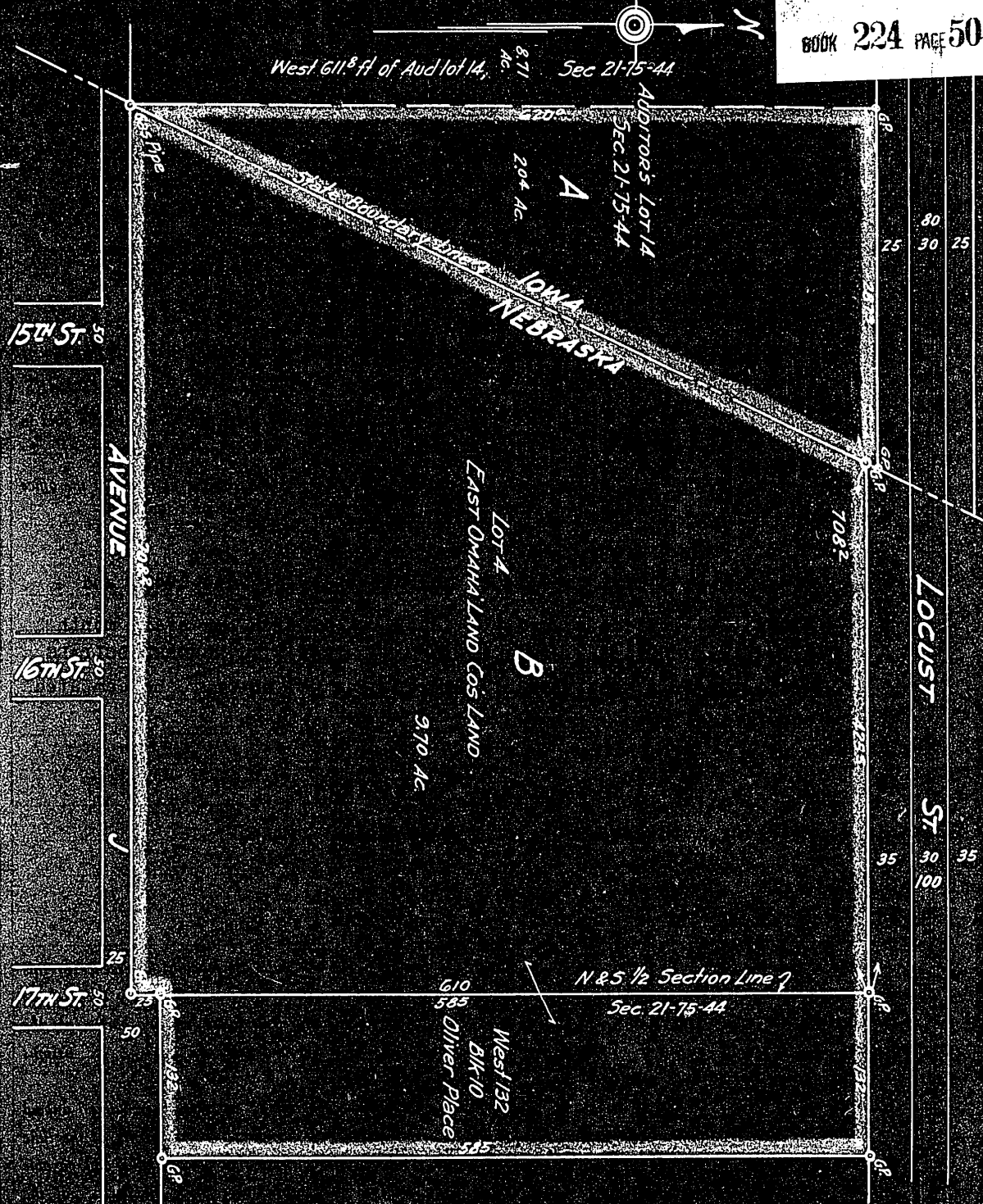
THE BYRON REED COMPANY
By J. A. Nickerson
Vice President

In Presence of
J. A. Nickerson

State of Nebraska)
County of Douglas)SS

On this 29th day of April 1947 before me, a Notary Public in and for said County, personally came J. A. Nickerson, Vice President, of The Byron Reed Company to me personally known to be the vice president and the identical person whose name is affixed to the conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said The Byron Reed Company and that the corporate seal of the said The Byron Reed Company was thereto affixed by its authority. Witness my hand and notarial seal at Omaha in said County, the day and year last above written.

J. A. Nickerson
Notary Public



State of Iowa, Pottawattamie Co.

Parcel A

That part of Auditors Lot 14, Section 21-75-44 described as follows: Beginning at a point of intersection of North line of Ave. J and Nebraska State Line; thence North along a line parallel to N & S 1/2 Sec. line of Sec. 21-75-44 for a dist. of 620 ft. more or less to South line of Locust St.; thence East along south line of Locust St, 287.3 ft to said State line; thence south-westerly along said State line to point of beginning.

State of Nebraska, Douglas Co.

Parcel B

West 132 ft of Blk 10, Oliver Place, together with that part of Lot 4, East Omaha Land Cos Land, lying south of Locust St. and in Douglas Co. Nebr.

Omaha, Nebr - Apr. 12, 1947

Scale 1" = 100' - Book

Howard Thomas Engineering Co.

212 South 18th St.

5. INDEXED BY NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 9 DAY July 1947 AT 10:11 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS