

## MISCELLANEOUS RECORD, No. 49

State of Nebraska, }  
Douglas County, }

Entered on Numerical Index and filed for Record in the  
Register of Deeds Office of said County, the 28th day of  
September, A. D. 1920, at 3:10 o'clock P. M.

Harry Pearce,

Register of Deeds,

Compared by

W&P.

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4. Léase. }

Creighton University, }

& }

Abraham Katskee. }

Extract from the Minutes of Meeting of the Board of Trustees,

At a special meeting of the Board of Trustees of The Creighton

University, held on November First, 1919, in its office in Omaha, all  
the members being present, it was unanimously decided to empower and direct the proper Officers  
to execute, acknowledge and deliver a ninety-nine (99) year Lease, demising Lot Eight (8) in  
Block One Hundred Twenty-Two (122) in the City of Omaha to A. Katskee upon the terms and provisions  
previously agreed upon.

I certify that the above is a correct transcript from the Book of Minutes of the Board of  
Trustees of The Creighton University.

Nov. 1, 1919.



William P. Whelan,  
Secretary.

THIS INDENTURE, Made and entered into this 1st day of November, A. D. 1919 by and between  
the Creighton University, a corporation, party of the first part, hereinafter called lessor, and  
A. Katskee, party of the second part, hereinafter called the lessee, Witnesseth:

First. The lessor in consideration of the rents hereinafter reserved and of the covenants  
and agreements hereinafter expressed on the part of the lessee to be kept, performed and ful-  
filled, has and by these presents does demise and lease to the said lessee all of the following  
described premises situate in the County of Douglas and State of Nebraska, to wit: Lot Eight  
(8) in Block One Hundred twenty-two (122) in the City of Omaha, as surveyed and lithographed. To  
Have And To Hold the above described premises, with the rights, privileges, easements and  
appurtenances thereto attached and belonging, unto the said lessee for and during the term of  
ninety nine (99) years commencing on the first day of November, A. D. 1919, and ending on the  
31st day of October, A. D. 2018.

Second. The said lessee, in consideration of the leasing aforesaid, doeshereby covenant and  
agree to and with the said lessor to pay rent therefor as follows: During the term commencing Nov-  
ember 1, 1919 and ending October 31, 1929, a yearly rental of the sum of Forty-two Hundred Fifty  
(\$4250.00) Dollars per annum and during the term commencing November 1, 1929 and ending October  
31, 2018, a yearly rental of the sum of Forty-five Hundred (\$4500.00) Dollars, which rental shall  
be paid in advance in four quarterly installments each on the first day of each of the months  
of November, February and May and August during said demised term; and all of such payments shall  
be paid at such place in the City of Omaha, Nebraska, as the lessor, its successors or assigns,  
may from time to time designate in writing. Said payments shall be made in gold coin of the  
United States of America, of the present standard of weight and fineness.

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As a guarantee of the faithful performance of the covenants of this lease lessee, upon the execution of this lease, shall deposit with the lessor Five Thousand (\$5,000.00) Dollars in securities acceptable to lessor. The income from which securities while in the possession of the lessor shall go to the lessee.

Third. As a further consideration for the leasing aforesaid, the said lessee covenants, promises and agrees to pay and discharge, in addition to the rent reserved, all rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of every name, nature and kind whatsoever, including water, gas, electric and other rates, but excepting income taxes, which may be taxed, charged, assessed, levied or imposed upon said premises or upon each, any or all buildings or improvements thereon, and all of which may be assessed, levied or imposed upon the leasehold estate hereby created, or upon the reversionary estate in said premises or against the owner thereof, during the term hereby granted and so long thereafter as said lessee, its successors or assigns, shall occupy said demised premises. The lessor shall pay all taxes and assessments against said premises to November 1, 1919.

The lessee further agrees to obtain and deliver to the lessor duplicate receipts showing payment prior to delinquency of all said taxes, rates, charges, levies and assessments on said premises and the receipts shall be sent to the lessor by mail when issued.

Fourth. The lessee further covenants and agrees to pay, discharge and remove from said demised premises any mechanic's lien or liens for labor and material entering into any new building or buildings or into any improvements or alterations made upon any building upon said demised premises; and that if default be made in the payment thereof, and shall continue for thirty days after written notice, except as hereinafter provided, said lessor shall have the right and privilege at its option to pay off the same or any portion thereof, and the amount so paid, including expenses, shall at the option of the lessor be so much additional rent due from the lessee at the next rent date after such payment, with interest thereon at the rate of seven per cent per annum; or said lessor may at its option, if such default continue thirty days after written notice as aforesaid, declare this lease terminated. And it is further agreed that no mechanic's or other liens shall in any manner or degree affect the title or rights of the lessor in said premises.

It is, however, expressly agreed that this provision shall not apply to any mechanics lien so long as the validity of or amount of such mechanics lien shall be contested by the lessee in good faith and with all due diligence, until such validity or amount shall have been determined by the final judgment of the court of last resort, if the lessee desires to prosecute suit to that end, and in that event, the lessor shall be notified in advance in writing of the intention of the lessee to contest the validity or amount of such mechanics lien; but in any event, the lessor may pay any such mechanics lien in due time to prevent a sale of the property therefor, and in such event the lessor shall be entitled to the benefit of all of the provisions of this section. And it is further agreed that if such contested mechanics lien shall be in excess of \$1000.00 then the said lessee shall, upon request of lessor give to the said lessor a good and sufficient bond in such sum as shall fully protect the lessor against such mechanics lien, together with accrued interest, penalties and costs of litigation while the same is being contested; and should said mechanics lien be held by such court of competent jurisdiction to be a valid lien, the said lessee does hereby agree to pay said mechanics lien, and all costs, within twenty (20) days from the rendition of the judgment of said court, and if not so paid by the lessee, the said lessor may pay the same and may collect under the said bond, or, at its election, said lessor may serve written notice and declare this lease terminated for the non-

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payment of such lien as provided in this lease.

Fifth. It is further agreed that if the leasehold estate hereby demised shall be conveyed by mortgage by said lessee, his successors or assigns, which mortgage shall be duly recorded in the mortgage records of Douglas County, Nebraska, and if the said lessor shall be notified in writing of such conveyance and of the address of the mortgagee named therein, then such mortgagee shall be entitled to receive notice of this default in the performance of the covenants in this lease contained in the same manner and for the same length of time as is hereby required to be given to the said lessee.

Sixth. Possession of the premises herein demised shall be delivered to the lessee on the first day of November, A. D. 1919, subject only to the lawful rights of any tenants now in possession of any part of said premises, and all leases to present tenants shall be assigned to the lessee; it being further understood that the lessee shall be entitled to any rental payments from any tenants on said premises for rent accruing from and after November 1, 1919. It is particularly understood that the West Forty-four (44) feet of the premises are subject to a lease expiring August 31, 1921.

Seventh. It is mutually understood and agreed that within ten years from August 31, 1921, the lessee shall proceed to improve the premises herein demised by the erection of a new building or buildings thereon, said buildings to cost when completed not less than the sum of Fifty Thousand (\$50,000.00) Dollars. Said improvements shall be prosecuted to completion as rapidly as practicable and shall be fully paid for by the lessee. As security for the full and complete construction of said improvements as aforesaid, and payment therefor, the lessee will, before commencing the destruction of the present improvement or the erection of a new building, deposit with the lessor to be held by it as security for the completion and the payment of said improvement as aforesaid, a bond or securities to be satisfactory to the lessor and for the sum or in the amount of Twenty-five Thousand (\$25000.00) Dollars. Such bond or securities so deposited shall be released to the lessee upon the completion of said improvements and payment therefor as aforesaid, and at the same time the Five Thousand (\$5000.00) Dollars in cash or securities deposited with lessor at the execution of this lease shall be returned to lessee.

In case of the failure of the lessee to make said improvements and pay for the same as aforesaid, the bond shall become absolute or any securities deposited with the lessor as heretofore set forth shall be forfeited to the said lessor, its successors or assigns, as liquidated damages.

If within ten (10) years from August 31, 1921, the lessee shall for any reason decide to postpone the erection of the new building on said lot, said lessee will deposit with the lessor a bond or security to be satisfactory to lessor and for the sum or in the amount of Twenty-five Thousand (\$25000.00) Dollars, which bond or securities, together with the Five Thousand (\$5000.00) Dollars deposited on the execution of this lease, shall remain with lessor as a guarantee for the faithful performance of the lease, but to be returned to lessee whenever the new building costing not less than Fifty Thousand (\$50,000.00) Dollars is erected. The income from such securities while in possession of lessor shall go to lessee.

Eighth. It is further mutually agreed that the said lessee, his successors or assigns, may sell or assign to any financially responsible person, firm or corporation, his interest in said leased premises and the buildings thereon; provided, that all rents, taxes, assessments, insurance and other charges of every kind shall be paid to the date of such assignment, and all covenants and agreements herein contained to be kept and performed by the said lessee shall be fully complied with at the date of such assignment or conveyance. And provided further that in case of such sale or assignment of said lease, same shall be evidenced in writing duly executed and acknowledged by the assignor and assignee and duly recorded in the office of the

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Register of Deeds of Douglas County, Nebraska, whereupon and whereby the assignee shall expressly accept and assume all the terms and covenants in this agreement contained to be kept and performed by the lessee, and shall comply with and be bound by them. And it is expressly agreed that no assignment or conveyance of the interest of the lessee, other than by mortgage, shall be made except in the manner and upon the conditions herein stated, and notice is hereby given that any assignment of said lease not in conformity with these provisions shall be absolutely void. Said assignee and succeeding assignees shall be subject to the same terms and conditions as to future assignments, Provided, however, that the written consent of the lessor to such assignment shall be obtained, and such consent shall not be unreasonably withheld.

Provided further, that shall said assignment be made after the erection of new and permanent improvements on said premises and complete payment therefor in accordance with the terms of this lease, the assignor shall be forever released and discharged from this lease, and obligation hereby created; and shall said assignment be made prior to the erection of such permanent improvements and full payment therefor in accordance with the terms of this lease, said assignor shall be released and discharged from this obligation hereby created when such improvements have been erected and fully paid for.

Ninth. The lessee may sublet any part or portion of the demised premises for any period or periods within the term hereby demised, providing the lease or leases under such subletting shall be made subject to all the covenants and agreements and conditions of this lease, and upon the termination of this lease such subleases shall be terminated.

And the lessee expressly covenants and agrees to and with the lessor that its liability for the payment of the rent hereby reserved and performance of all the other covenants, agreements and provisions of this lease shall continue in full force and effect during each and every year of the term hereby demised, notwithstanding such subletting of said premises or any part thereof, unless it shall be released as provided for in the eighth paragraph hereof.

Tenth. The lessee further agrees that he will keep insured during said demised term any and all buildings or improvements that are now on said premises or that may be built or placed thereon, in good and responsible company or companies that may be approved by the lessor, in an amount not less than eighty per cent (80%) of the insurable value against loss by fire and fifty per cent (50%) of the insurable value against loss by tornado, and will pay all premiums therefor and that the policies of insurance shall be issued and delivered to the lessor, with loss made payable to the lessor and the lessee as their interests may appear.

And in case the said leasehold interest is encumbered by mortgage by the lessee and further insurance is carried for the protection of such mortgagee, it shall be provided that any insurance money received by the mortgagee in case of loss shall be expended for the repairs, rebuilding and restoration of such buildings in the manner in this lease provided. That upon discharge and satisfaction of any such indebtedness, the insurance money, in case of loss under said policies, shall be made payable to the lessor and the lessee as their interests may appear.

It is further agreed that in case of destruction or damage by fire or other casualty, of the buildings on said premises, and as often as the same shall be damaged or destroyed, the lessee will rebuild or repair the same, making said improvements of equal value as those destroyed; and shall have the same rebuilt and ready for occupancy within twelve (12) months from such loss or destruction, and at the lessee's expense.

The lessee shall have the option, in the event of the destruction by fire or other casualty, of the buildings on said premises, to delay the rebuilding thereof so as to have the new building ready for occupancy within thirty six (36) months from such loss, provided that lessee shall within one hundred twenty (120) days of said loss give notice to lessor of his intention to delay rebuilding for said period and shall at the same time deposit with lessor a bond for

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Ten Thousand (\$10,000.00) Dollars or Ten Thousand (\$10,000.00) Dollars in securities approved by Lessor, as security for the payment of the rent from the date of loss up to the time when the new building shall be ready for occupancy, and as additional security for the faithful performance by lessee of his covenant to rebuild. When said building is ready for occupancy said Ten thousand (\$10,000.00) Dollars bond or securities, with any income or interest thereon, shall be returned to lessee, provided the rent is paid to that date and there is no other breach of any condition of this lease.

And in case the buildings or improvements shall be destroyed or damaged by fire or tornado at any time during such term, and insurance money collected, the same shall be paid to and deposited with the United States National Bank of Omaha, Nebraska, as trustee, to be held and disbursed by it for the parties as their interests may appear and in accordance with the terms and provisions of this lease. Such trustee shall pay to the lessee on proper architect's certificates so much of said insurance money as may be received upon any of such policies by reason of any loss or destruction, such sum or sums as may be necessary to pay for rebuilding as herein provided. Such trustee shall not be liable for any interest on such trust fund during the time the same or any part thereof remains in its possession.

If the rebuilding of the burned buildings is to be delayed by the exercise of the option of lessee to so delay said rebuilding for more than twelve (12) months from the loss, lessor, lessee and United States National Bank, shall by agreement, make provision for the temporary investment of the proceeds of the insurance until said funds are required for the rebuilding of said buildings, but during all of said time said proceeds of the insurance, and the interest thereon, shall stand as security for the rebuilding of said buildings and the faithful performance by lessee of the provisions of this lease, the interest to be paid to lessee in the event of full compliance with his covenants as to rebuilding and payment of rent up to said occupancy.

And further agreed that all sums of money which shall be recovered by the lessee for and in respect to any insurance upon any building on said premises, shall be expended by the said lessee in repairing or rebuilding said building or buildings, or such part thereof as shall be damaged; and if said lessee shall not have used or expended such insurance money on said premises as herein provided, it shall be lawful for the lessor to declare said term ended and to re-enter and take possession of said premises, and each and every part of the building or buildings thereon shall at once be forfeited to said lessor.

And in case the lessee shall neglect to insure and keep insured the buildings on said premises, the lessor may at its election procure and renew such insurance, and add the amount paid therefor to the next installment of rent next thereafter falling due under this lease, together with interest thereon at the rate of seven per cent (7%) per annum.

Eleventh. Shall the lessee desire to use the space beneath the sidewalk, alleys or streets adjoining any of the premises hereby demised, and shall it have permits or authority to so use any such space from the City of Omaha or other municipal corporation having charge of or control over such space, and shall it assume all responsibility for any excavation or improvements thereon or in connection therewith, consent of the lessor to such use is hereby given, and no additional rent or revenue shall be paid to the lessor on account of such use.

Twelfth. Said lessee hereby further covenants and agrees that the said premises and buildings which at any time shall be thereon, shall, during the said demised term, be used only and exclusively for proper and legitimate purposes; that said lessee will not use or suffer or permit any person to use in any manner whatsoever such demised premises or any building or improvements thereon, or any portion thereof, for the conduct of a saloon for the sale of intoxicating liquor,

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or for any purpose which shall injure the reputation of the premises or the neighboring property, nor for any purpose or use in violation of the laws of the United States, or the State of Nebraska, or of the ordinances of the City of Omaha, nor for any trade, business or occupation which may be in any wise disreputable or immoral. Providing, however, that these restrictions shall not apply to the sale of intoxicating liquors by any properly licensed drug store in the lawful conduct of its business, or by any hotel situated on said premises in the lawful conduct of its business and in which the sale of liquor is merely incidental to its general hotel business.

Said lessee further covenants and agrees at its own cost to keep the buildings which may be situated on said premises, and all appurtenances thereunto belonging, and the sidewalks, steps, and excavations under the sidewalks, in a good, safe and secure condition, and will conform to all municipal ordinances or laws, and all other ordinances and laws affecting said premises, and to keep and save said lessor forever harmless from any penalty or damage, or charges imposed for any violation of any of said laws, whether occasioned by a neglect of said lessee, or by any tenant of said premises holding under said lessee; and to indemnify and keep harmless the said lessor from any loss, cost, damage or expense arising out of any accident or other occurrence causing the injury to any person or property, due directly or indirectly to the use of the premises, or any part thereof, by the said lessee or any person or persons holding under said lessee, and to indemnify and save harmless the said lessor from any claim for damages or penalty arising from the sale or giving of any intoxicating liquors on or about said premises, and from any loss, cost, damage or expense arising out of any failure of the lessee or any of its tenants in any respect to comply with the requirements and provisions of this lease.

Thirteenth. It is further agreed that any installments of rent accruing under the provisions of this lease which shall not be paid when due, shall bear interest at the rate of seven per cent (7%) per annum from the date when same was payable by the terms of this lease, until same shall be paid by said lessee.

Fourteenth. It is hereby further covenanted, stipulated and agreed by the parties hereto, that the lessor shall, at its option, have the right at all times during said demised term, to pay any rates, taxes and assessments, water rates or other charges upon said premises, and the reversionary interest therein, remaining unpaid after the same has become due and payable, to pay cancel and clear off all tax sales, liens, charges and claims upon or against said demised premises, or reversionary interest therein, and to redeem said premises from the same or any of them, from time to time, and the amounts paid, including reasonable expenses, shall be so much additional rent due from the lessee at the next rent day after any such payment, with interest thereon at the rate of seven per cent (7%) per annum from the date of the payment thereof by the said lessor until the re-payment thereof to the said lessor by the said lessee, and that it shall not be obligatory upon the said lessor to inquire into the validity of any such rates, taxes or assessments, or other charge, or any such sale. It is, however, expressly agreed that the lessor shall not, under these provisions, pay any tax, lien or assessment, so long as the validity or amount of such tax, lien or assessment shall be contested by the lessee in good faith and with all due diligence, until such validity or amount shall have been determined by the final judgment of the court of last resort, if the lessee desires to prosecute suit to that end; and in that event, the lessor shall be notified in advance in writing of the intention of the lessee to contest the validity of amount of any such tax, lien or assessment; but in any event, the lessor may pay any such tax, lien or assessment in due time to prevent a forfeiture, tax sale, or other sale for any such lien, and in such event the lessor shall be entitled to the benefit of all the provisions of this section. And it is further agreed that if such contested tax, lien or assessment shall be in excess of One Thousand Dollars (\$1000.00), then

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the said lessee shall, upon request of the lessor, give to the said lessor a good and sufficient bond in such sum as shall fully protect the lessor against such tax, lien, or assessment, together with accrued interest, penalties and costs of litigation while the same is being contested; and should said tax, lien or assessment be held by such court of competent jurisdiction to be a valid lien, the said lessee does hereby agree to pay said tax, lien or assessment, and all costs, within twenty days from the rendition of the judgment of said court, and if not so paid by the lessee, the said lessor may pay the same and may collect under the said bond, or, at its election, said lessor may serve written notice and declare this lease terminated for the non-payment of such tax, as provided in this lease.

Fifteenth. It is further mutually agreed by and between the parties hereto that should the property hereinbefore described, or any part thereof, be condemned by any corporation, municipal or other authority that now has or may hereafter be given by law right of eminent domain, and thereby the rights of possession of all the parties to this agreement hereunder be taken, then under such circumstances the total awards allowed for damages for the taking of the ground, and \$35,000.00 of the award for the taking of the improvements, shall be paid to and be the property of the lessor, and the awards allowed for the taking of the buildings or improvements on said ground, less only said sum of \$35,000.00, shall be the property of and be paid to the lessee.

Sixteenth. It is further understood, covenanted and agreed by and between two parties hereto, that in case at any time default shall be made by the said lessee in the payment of any of the rent herein provided for, upon the day same becomes due or payable and such default shall continue for thirty days, or in case any default in relation to liens as hereinbefore provided shall continue thirty days after written notice by the lessor, its agent or attorneys, to the said lessee, or if the lessee shall fail to pay any of the rates, taxes or assessments herein provided for within the time herein stated, or in case of the sale or forfeiture of said demised premises, or any part thereof, during said demised term, for the non-payment of any tax, rates or assessments, or in case the lessee shall fail to keep insured any building or buildings or improvements, which may be now or at any time hereafter upon said premises, as herein provided for, or fail to spend the insurance money as herein provided for, or fail to rebuild and repair the building or buildings as herein provided for, or fail in any of the covenants of this lease to be kept and performed by said lessee, then in any or either of such events, it shall and may be lawful for the lessor at its election, at or after the expiration of thirty days previous notice in writing, to declare said demised term at an end, and to re-enter and take possession of said demised premises, and all the buildings and improvements situated thereon, and every part thereof, either with or without process of law, said lessee hereby waiving any demand for possession of the said demised premises and any buildings and improvements then situated thereon; and the lessee covenants and agrees upon the termination of said demised term, at such election of said lessor, to surrender and deliver up said described premises and all improvements thereon peaceably to said lessor, its agent or attorneys; and if the said lessee, or its agents or attorneys, or tenants, shall hold said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, it shall be deemed guilty of forcible detainer of said premises under the statutes, and shall be subject to eviction and removal forcibly or otherwise, with or without process of law, and shall be liable to the lessor in damages.

Seventeenth. It is mutually covenanted and agreed that the various rights, powers, options, elections, appointments and remedies of the said lessor contained in this lease shall be construed as cumulative, and no one of them is exclusive of the other, nor exclusive of any rights or priorities allowed by law.

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Eighteenth. It is further agreed that in case the lessor, without any fault on its part, shall be made party to any litigation commenced by or against the lessee, or against it alone, on account of the lessee or arising from the lessee's use of the premises, then the lessee shall pay all costs and attorney's fees incurred by or against the lessor on account of such litigation, and all such costs and attorney's fees which may be paid by the lessor shall be repaid to it by the lessee with interest from the date of payment at the rate of seven per cent (7%) per annum, on or before the rent payment date thereafter.

Nineteenth. It is further agreed that for the purpose of serving any notice or demand herein provided, it shall be sufficient service of such notice, demand or declaration to mail a copy thereof by registered mail to the lessee at its postoffice address last designated to the lessor in writing by the lessee.

Twentieth. It is further covenanted and agreed that none of the covenants, agreements, conditions and provisions herein contained shall be waived, modified, or forfeited by any act of any collector, employee or agent of the lessor, nor in any manner, except by the action of the lessor in writing and no waiver of breach of any of the covenants or provisions herein contained, shall be construed to be a waiver of any succeeding breach of the same or other covenant, and the said lessee shall not impair the title to said premises, nor permit the said premises or any part thereof to be occupied adversely to the interest or title of the lessor.

Twenty first. It is further covenanted and agreed by and between the parties hereto that the Lessee, its successors or assigns, shall have the right at their election at any time within the last year of said demised term, to purchase the reversionary interest in said real estate of the lessor, its successors or assigns, at its fair and reasonable market value upon thirty days written notice given to the said lessor of the election of said lessee so to purchase. Said reasonable market value of the said premises, in case of purchase by the terms of this section, shall be determined by an appraisement of said premises, the ground value only to be appraised. And said lessee shall, as purchase price to the lessor, pay the said appraised value of the ground and in addition thereto the sum of Thirty-five thousand Dollars (\$35,000), which sum is determined by estimating the present value of the buildings now on said premises. Said appraisers and each of them shall be owners of real estate in the State of Nebraska of the value of not less than \$25,000. One shall be selected by the lessor, one by the lessee, and the third by the two appraisers so selected. The appraisal of any two so selected to be binding upon the parties hereto. And upon the payment of the appraised valuation and the additional sum of Thirty-five Thousand Dollars (\$35,000), the lessor, party of the first part, agrees to convey said demised premises to the lessee, party of the second part, its successors or assigns, by deed with special covenants of warranty against all persons claiming by, through or under the said party of the first part.

Or the lessee, its successors or assigns, may at their election at any time during the last year of said demised term have the privilege of renewing this lease upon the same terms and conditions excepting as to amount of annual rental. And shall said lessee so elect to renew this lease for a further term of ninety-nine (99) years, the amount of rental which shall be paid to the lessor for the use of said premises at said time shall be five per cent net upon the valuation of the ground as then determined, the value of the ground to be determined by appraisement as heretofore provided for in case of election of the lessee to make purchase thereof.

Provided further that the lessor, its successors or assigns, may refuse to allow the lessee to exercise its option to so purchase or its option to renew this lease, if, however, upon such two fold refusal the said lessor, its successors or assigns, shall purchase from the



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said lessee, its successors or assigns, the buildings then on said premises at their appraised value, less only the sum of Thirty-five Thousand Dollars (\$35,000), such value to be determined by three appraisers selected as heretofore provided for the appraisement of the ground.

Twenty-Second. It is mutually covenanted and agreed that in case the lessor shall declare a forfeiture of this lease and take possession of said premises by reason of any default in the terms of this indenture, the said Lessee may and is hereby given the right at any time within three (3) months after such declaration of forfeiture, to redeem from said forfeiture by paying all sums due to the said lessor with interest at the rate of ten per cent (10%) per annum from the time same became due, together with all reasonable costs and expenses of taking possession thereof. It is mutually covenanted and agreed by and between the parties hereto that each of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, and obligations of this lease shall extend to and bind, or inure to the benefit of, not only the parties hereto, but each and every of the successors and assigns of the respective parties hereto; and all the conditions and covenants herein contained shall be considered as covenants running with the land.

In Witness Whereof, The Creighton University, by action of its Board of Directors of Trustees, has caused these presents to be executed by its President and attested by its Secretary, and its Corporate Seal to be affixed, and A. Katskee has executed same the day and year first above written.

In presence of  
Thos. J. Livingstone



The Creighton University  
Party of the first part.

By John F. McCormick, President.

Attest: William P. Whelan, Secretary.

J. J. Greenberg,

Abraham Katskee,  
Party of the second part.

State of Nebraska )  
Douglas County, ) ss.

On this 26 day of November, A. D. 1919, before me, a Notary Public, in and for said County, and State, personally came John F. McCormick to me known to be the President of The Creighton University, lessor above named, and the identical person who executed the foregoing instrument as such President, and he acknowledged the same to be his voluntary act and deed as such President, and the voluntary act and deed of said corporation.

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



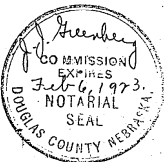
W. J. O'Connell,

Notary Public.

State of Nebraska, )  
Douglas County, ) ss.

On this 26 day of November, A. D. 1919, before me, a Notary Public, in and for said County and State, personally came A. Katskee to me known to be the identical person who executed the foregoing instrument and he acknowledged the same to be his voluntary act and deed.

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



J. J. Greenberg,

Notary Public.

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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 28th day of September, A. D. 1920, at 3:20  
o'clock P. M.

Harry Pearce,

Register of Deeds,

Compared by

W&P.

\*\*\*\*\*

5. Agreement.

Metropolitan Water District,

&

Loren S. Copper, et al,

AGREEMENT between The Metropolitan Water District of the  
City of Omaha, party of the first part, for good and valuable  
consideration, agrees with Loren S. Cooper and Marie G. Cooper

party of the second part, that a license, privilege or permit shall be granted to the party of  
the second part, subject to the rules and regulations of the said Metropolitan Water District  
of the City of Omaha, in that behalf, to make a connection for the supply of water to the  
premises on the following described real estate:

Lot (19), Block (13), Druid Hill An addition to City of Omaha, Douglas County, Nebraska.

In consideration of the foregoing, said party of the second part, being owner of the above  
described real estate, agrees in the event said above described real estate shall be now or  
hereafter included in a Water Main District, and become subject to assessment for the extension  
of a water main in said District, that said second party will and do hereby waive all objections  
to the creation of said Water Main District and to the levy and assessment of a special tax  
against said real estate to pay the cost of said extension of a water main in said Water Main  
District; And that said second party will reconnect the service herein provided for with any  
permanent service main installed by said first party and at said second party's expense.

It is understood that this Agreement shall be binding upon the parties hereto, their  
successors, grantees, heirs and representatives.

Witness our hands this 28 day of September, 1920.

Witness:

C. O. Dooley.

Metropolitan Water District of the City of Omaha

By Frances J. Gibb, Asst. Secy.

Loren S. Cooper,

Marie G. Cooper,

State of Nebraska )  
County of Douglas ) ss.

On this 28th day of September, 1920, before me, a Notary Public, in  
and for said County, personally appeared Loren S. Cooper and Marie G. Cooper, personally known  
to me to be the persons whose names are affixed to the foregoing instrument and that they  
acknowledged the same to be a voluntary act and deed.

Witness my hand and seal the day and date last above written.

John E. Wilbur,

Notary Public.



State of Nebraska, )  
Douglas County, )

Entered on Numerical Index and filed for Record in the Register  
of Deeds Office of said County, the 28th day of September, A. D.  
1920, at 3:50 O'clock P. M.

Compared by W&P.

Harry Pearce,

Register of Deeds.