

# MISCELLANEOUS RECORD, No. 57

State of Nebraska, )  
County of Douglas. ) SS

On this 13th day of July, 1922, before the undersigned, a Notary Public in and for said county, appeared Chester C. Wells, Secy. S. S. & L. Assn. and Paul A. Costanzo personally known to me to be the persons whose names are affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the above named corporation.

WITNESS MY HAND and seal the day and date last above written.

Bessie Hopper,  
Notary Public.



State of Nebraska, )  
County of Douglas. )

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 15th day of July, A. D. 1922, at 9.30 o'clock A. M.

Harry Pearce,  
Register of Deeds,

Compared by W&L.

\*\*\*\*\*

3. Agreement )  
Metropolitan Utilities Dist. )  
and )  
T. A. Greeling )

THIS AGREEMENT, between The Metropolitan Utilities District, first party, and T. A. Greeling second party,  
WITNESSETH:-

That, for good and valuable consideration, a license, privilege or permit shall be granted to the second party, subject to the rules and regulations of the said Metropolitan Utilities District in that behalf, to make a connection for the supply of water to the premises on the following described real estate, situate in the county of Douglas, state of Nebraska, and more particularly described as follows, to wit:  
Out Lot (2) Cleveland Place Addition to City of Omaha.

IN CONSIDERATION of the foregoing, said second party, being the 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 does 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 re-connect the service herein provided for with any permanent service main installed by said first party and at 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 13 day of July, 1922.

Witness: Metropolitan Utilities District,  
C. O. Dooley By Frances J. Gibb, Asst. Secy.  
T. A. Greeling

State of Nebraska, )  
County of Douglas. ) SS

On this 13th day of July, 1922, before the undersigned, a Notary Public in and for said county, appeared T. A. Greeling personally known to me to be the person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of

# MISCELLANEOUS RECORD, No. 57

the above named corporation.

WITNESS MY HAND and seal the day and date last above written.

John E. Wilbur,  
Notary Public.



State of Nebraska, )  
County of Douglas. }

Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
15th day of July, A. D. 1922, at 9.30 o'clock A.M.

Harry Pearce,  
Register of Deeds,  
Compared by W&L.

\*\*\*\*\*

4. Land Contract )  
Frank Filipowicz )  
and )  
John K. Gogola, et al. )

THIS AGREEMENT, Made the 8th day of April A.D. 1921 between  
Frank Filipowicz and party of the first part, and John K.  
Gogola and Marion Gogola, parties of the second part.

WITNESSETH, That said party of the first part agree to sell and convey to said parties  
of the second part, for the price and upon the terms hereinafter mentioned, the following des-  
cribed real estate situate in the County of Douglas and State of Nebraska, to wit: West (W $\frac{1}{2}$ )  
half of lot number one (1) in Block one hundred (103) and three, in the city of South Omaha, now  
annexed to the city of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded,

Said parties of the second part agree to purchase said real estate from said party of  
the first part, and to pay to him, as the purchase price for the same, the sum of One thousand  
seven hundred and no/100 (\$1,7000.) dollars, in payment as follows: \$200. cash in hand paid,  
the receipt of which is hereby acknowledged, \$25. on the 1st, day of May, 1921, and \$25. or  
more on the 1st, day of each and every month thereafter, untill the full amount of the balance  
\$1,500. having been paid, with interest at the rate of 5% per annum from date hereof, which  
interest shall be paid semi-annually. All of said deferred payments bear interest at the rate  
of Five per cent per annum, payable semi-annually from date until due, and thereafter at the  
rate of ten per cent per annum until paid.

Said part° of the second part agree to pay all taxes and assessments levied against  
said premises, including the taxes for the year 1921 and subsequent taxes, before the same be-  
come delinquent, and to keep the buildings, if any, on said premises, insured against fire and  
tornado in the sum of not less than \$ ° , in favor of said party of the first part.

But if said sum of money, or any part thereof or any interest thereon be not paid  
when the same is due or if the taxes and assessments of every nature which are assessed or  
levied against said premises, are not paid before the same become delinquent, then in that case,  
the whole of said sum shall, and by this indenture does immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time be-  
ing of the essence of this contract, said party of the first part agree to make, execute and  
deliver to said parties of the second part, a good and sufficient warranty deed conveying said  
real estate to them in fee simple, free of all incumbrances except the taxes for the year  
A.D., 1921 and subsequent taxes, upon surrender of this duplicate contract; Provided, that at  
any time before final payment has been made, upon the request of said first party said parties  
of the second part shall execute to the said party of the first part, notes for the unpaid  
balance of the purchase money, secured by a first mortgage on said premises upon delivery of a