

# MISCELLANEOUS RECORD No. 96

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the same are by law made due and payable, then in like manner, the whole of said sum shall immediately become due and payable.

As soon as said purchase money and interest thereon shall be fully paid, said party of the first part agrees 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. 1931, and subsequent taxes. In case said parties of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed, they shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall forfeit any money paid for the purchase of the same, unless said party of the first part shall elect otherwise.

Said parties of the second part shall be entitled to the possession of said land so long as the conditions of this agreement shall remain unbroken by them; but upon failure to comply with the same, said right of possession shall terminate, and said party of the first part shall be entitled to the possession of said land and the improvements thereon.

No assignment of this contract shall be valid without the consent of the grantor endorsed hereon.

Said parties respectively bind their heirs, assigns and legal representatives to the faithful performance of the terms of this agreement.

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

Signed in presence of

A. L. Gordon

George W. Platner

Gerald A. De Lap

Inga De Lap

State of Nebraska )  
County of Douglas ) ss.

On this 20th day of April A.D., 1931, before me A. L. Gordon, a Notary Public in and for said county, personally came George W. Platner, to me personally known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha on the day last above written.

A. L. Gordon



State of Nebraska )  
County of Douglas ) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 6th day of June A.D., 1931, at 11:35 o'clock, A. M., Harry Pearce,

Register of Deeds,

Compared by R&G

S. Agreement )  
Metropolitan Utilities District )  
and )  
F. M. Tremain, et al. )

THIS AGREEMENT, between The Metropolitan Utilities District, first party, and F. M. Tremain and Harriet A. Tremain, second party, WITNESSETH:

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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, situated in the county of Douglas, state of Nebraska, and more particularly described as follows, to-wit: Lot 2, Block 94, Benson now a part of Omaha, Douglas County, Nebr.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above described real estate, and Wilson T. Graham 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 and said mortgagee 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 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 or representatives.

WITNESS our hands this 8th day of January 1931.

Witness:

H. W. Graham--

METROPOLITAN UTILITIES DISTRICT

By Frances J. Gibb, Asst. Secy.

{ F. M. Tremain  
 { Mrs. Harriet A. Tremain  
 { Wilson T. Graham

State of Nebraska, )  
 )ss.  
 County of Douglas. )

On this 8th day of January, 1931, before the undersigned, a Notary Public in and for said county, appeared F. M. Tremain, Mrs. Harriet A. Tremain and Wilson T. Graham, 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.

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



Harold W. Graham  
 Notary Public.

State of Nebraska )  
 )ss.  
 County of Douglas )

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 6th day of June A. D., 1931, at 10:30 O'clock, A. M.,  
 Harry Pearce,

Register of Deeds.

Compared by R&G.,