

THIS AGREEMENT made this 28th day of December, 1978, by and between JACK L. KEOWN and FRANCES S. KEOWN, husband and wife, collectively referred to as party of the First Party, and TERRY L. BRYSON and SHARON M. BRYSON, husband and wife, as Joint Tenants and not as Tenants in Common, WROS, parties of the Second Part, WITNESSETH:

The party of the First Part hereby agrees to sell to said party of the Second Party, and said Party of the Second Part agrees to purchase from said Party of the First Part, on the terms hereinafter mentioned, the following described real estate situated in the County of Douglas and State of Nebraska, to-wit:

PARCEL 1:

Lot 1, Block 18, West Benson, an Addition to the City of Omaha, in Douglas County, Nebraska, as surveyed, platted and recorded, except the West 315.7 Feet thereof and except that part thereof described as follows:

Beginning at the Southeast corner of said lot; thence West along the South line of said Lot 1, a distance of 140 feet; thence North at right angles to said South line of said Lot 1, 100 feet; thence East and parallel to the said South line of said lot, 104.7 feet to the easterly line of said Lot 1; thence southeasterly along the easterly line of said Lot 1, 105.83 feet to the Southeast corner of said Lot 1 to the place of beginning.

PARCEL 2:

That part of Lot 3, in Block 18, in West Benson, an Addition to the City of Omaha, in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows, to-wit: Beginning at the Southeast corner of said Lot 3, running thence West along the South line of said Lot 3, 388.7 feet, thence Northwesterly along the West line of said Lot 3, 102 feet to the Northeast corner of Lot 29, in Block 18, in West Benson, running thence Northwesterly from said Northeast corner of said Lot 29, 9.1 feet, thence East 381.9 feet to the West line of 85th Street, thence Southeasterly along the West line of 85th Street, 112.9 feet to the place of beginning (except part taken for street).

Said Party of the Second Party hereby agrees to pay said Party of the First Part for said property the sum of SEVENTY-FIVE THOUSAND and no/100 DOLLARS (\$75,000.00), payable as follows: SIX HUNDRED EIGHT-SIX and 91/100 DOLLARS (\$686.91) or more per month, payments to commence on October 15, 1978, and to continue until the amount of the purchase price is paid in full, all payments to include interest at the rate of 9 $\frac{1}{4}$ % per annum, all payments to apply first to interest and then to principal.

In event of default by Grantees, this Contract shall bear the maximum legal rate of interest then allowed, under the laws of the State of Nebraska and shall continue to bear said legal maximum rate of interest as long as said Contract is in default.

Grantees, by signature thereon, covenant and agree as follows:

1. That they make no claim, and claim no warranty, against Grantor with respect to the title of the real estate conveyed herein, and/or any personal property conveyed in conjunction therewith.
2. That premises conveyed herein, together with personal property conveyed in conjunction therewith, are conveyed "As Is", without warranty express or implied.
3. That Grantees assume and agree to pay any and all special assessments, whether levied or not levied, as of date of possession of said premises.
4. That Grantees have informed themselves of existing zoning and use restrictions on premises, and accept same "As Is", without recourse on Grantor.

The party of the second part agrees to pay all taxes and assessments levied and assessed against said real estate when due and before the same become by law delinquent, and to keep the buildings on said real estate insured in a company or companies to be approved by the party of the first part in the sum of not less than \$..... against loss or damage by reason of fire, tornado, or hailstorm, the policies therefor to be made payable to the parties hereto as their interests may appear, all such policies to be deposited with the party of the first part, or his agents.

If the party of the second part fails to pay any such taxes or assessments before the same become delinquent, or fails to keep the buildings on said real estate insured as above provided for, then the party of the first part may pay such taxes and assessments and may procure and pay for such insurance. Any sums paid by said party of the first part for any such insurance, taxes, or assessments, together with interest thereon at the rate of \* per annum from the date of such payment, may be added to the purchase price of said real estate remaining due and unpaid, and in such case the monthly installments thereafter paid by the party of the second part pursuant to the terms of this contract shall be first applied to the satisfaction of the sums so paid by the party of the first part on account of any such taxes, assessments, or insurance.

\* maximum legal rate

The said party of the second part further agrees to pay any tax levied or assessed upon this contract, or on the debt or obligation secured hereby, or on the interest of the vendor in said real estate.

The party of the second part further agrees to commit no waste on said premises and to keep the same in good repair.

Party of the second part, in consideration of the execution of this contract, does hereby assign, transfer and set over to party of the first part as security for the payment of this contract, so long as said contract remains executory and unperformed by party of the second part, all of the rents and revenues derived from any rental of said real estate, and party of the second part, during said time, hereby authorizes party of the first part to rent the premises and/or to collect the rents and apply said rentals to the payment of any obligations or sum due party of the first part under this contract. Upon full performance by party of the second part this assignment shall be void.

It is further agreed by and between the parties hereto that when the said purchase price and the interest thereon, together with any amounts paid by the first party for taxes, assessments, or insurance, with interest thereon as above provided for, shall have been fully paid by said party of the second part, said party of the first part will make and deliver to said party of the second part a <sup>Quit</sup> deed conveying said real estate ~~to the party of the first part and the party of the second part, together with all the rents and revenues derived from any rental of said real estate, and the party of the second part, during said time, hereby authorizes party of the first part to rent the premises and/or to collect the rents and apply said rentals to the payment of any obligations or sum due party of the first part under this contract. Upon full performance by party of the second part this assignment shall be void.~~ subject, ~~to any liens or encumbrances created by or arising by reason of any acts of said party of the second part, and the party of the first part, together with all the rents and revenues derived from any rental of said real estate, and the party of the second part, during said time, hereby authorizes party of the first part to rent the premises and/or to collect the rents and apply said rentals to the payment of any obligations or sum due party of the first part under this contract. Upon full performance by party of the second part this assignment shall be void.~~

It is further agreed by and between the parties hereto that if the party of the second part should fail, refuse, or neglect to pay said purchase money and interest thereon as herein provided for, or should fail or neglect to pay any taxes or assessments before the same become delinquent, or should fail to keep the buildings on said real estate insured as above provided for, or should fail to keep and perform any of the other terms and conditions of this agreement on his part to be kept and performed, as herein provided for, then said party of the first part, at his option, may at once and without notice, declare the whole amount of the purchase price remaining unpaid at once due and collectible, and may maintain an action at law or equity to recover the same and the commencement of such action shall be the only notice of the exercise of said option required.

It is further understood and agreed by and between the parties hereto that if the party of the second part should fail to pay any of said monthly installments, or any part thereof, when due, or should fail to keep and perform any of the other terms and conditions of this agreement on his part to be kept and performed, as herein provided for, time being of the essence of this contract, then and in such case the party of the first part, at his option, may cancel this contract, and without notice, and in the event of the exercise of such option by the party of the first part, any payments made in accordance with this contract shall be considered as rent for the use of said premises and shall be so applied by party of the first part.

It is further agreed that failure to exercise said options, or any of them, by said party of the first part at any time shall not constitute a waiver with respect thereto, or with respect to any subsequent breach of the terms of this contract by said party of the second part.

The party of the second part shall be entitled to possession of said premises so long as he shall comply with the foregoing terms of this agreement, but upon his failure to comply with the same, or any thereof, the right of said party of the second part to possession shall immediately terminate, and the party of the second part shall thereupon surrender possession of said premises to the party of the first part.

The parties hereto respectively bind themselves, their heirs, assigns, successors, and legal representatives, to the faithful performance of the terms of this agreement. This contract shall not be assigned by the party of the second part unless the consent thereto of the party of the first part, in writing, shall have been first obtained.

Quit Claim

It is further agreed between all of the parties hereto that said party of the first part has executed a deed to said premises to party of the second part and has deposited the same with SECURITY TITLE COMPANY, depository, to be held in escrow until full performance by said party of the second part of the terms of this contract. Upon performance as aforesaid, party of the first part hereby directs and authorizes said depository and any of its officers to deliver the same to said grantee. Should default be made in any of the obligations of second party to this contract, said deed shall be returned to first party.

Signed by the parties the date first above written.

Executed in duplicate  
in the presence of:

J. S. Warner  
J. S. Warner

Jack Keown  
Frances S. Keown  
Ed Bryson  
Sharon M. Bryson

STATE OF NEBRASKA )  
                          ) ss       On this 28 day of Dec, 1978,  
County of Douglas )  
before me, a Notary Public in and for said County, Personally came the  
above-named JACK L. KEOWN and FRANCES S. KEOWN, Husband and Wife, who are  
personally known to me to be the identical persons whose names are affixed  
to the above instrument and they acknowledged said instrument to be their  
voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires:

8/21/79

[Signature]  
Notary Public

STATE OF NEBRASKA )  
                          ) ss       On this 27 day of Dec, 1978,  
County of Douglas )  
before me, a Notary Public in and for said County, personally came the  
above-named TERRY L. BRYSON and SHARON M. BRYSON, Husband and Wife, who  
are personally known to me to be the identical persons whose names are  
affixed to the above instrument and they acknowledged said instrument  
to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires:

8/21/79

[Signature]  
Notary Public

SECURITY ESCROW COMPANY, as depositary, hereby  
accepts and receipts for a Quit Claim deed as described in the  
foregoing Contract and agrees to be bound by the terms of the escrow  
agreement hereinabove set forth.

SECURITY ESCROW COMPANY:  
By: [Signature]  
Depository  
Sydney G. Adams, Vice President

50-622  
K  
S0-602  
Compd  
Index  
Fee  
950  
15  
SECURITY TITLE  
BOX 15

AFTER RECORDATION RETURN TO:

Security Escrow Company  
314 South 19th Street  
Omaha, Nebraska 68102  
ATTN: S. G. Adams

85:3 114 3- PM 3:58  
1979 JAN -3

[Signature]