

BOOK 839 PAGE 719

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That The United States National Bank of Omaha, Nebraska and George Doane Keller, Trustees under the will of Charles B. Keller, deceased, in consideration of the sum of Six Hundred and no/100 (\$600.00) Dollars, in hand paid by Jesse J. Rushing and Mildred V. Rushing of Douglas County and State of Nebraska, do hereby Grant, Bargain, Sell and Convey unto the said Jesse J. Rushing and Mildred V. Rushing, as joint tenants, and not as tenants in common the following described premises, situated in the County of Douglas and State of Nebraska, to-wit:

Lot Thirty-four (34) in Pinecrest, a subdivision of part of the North Half of the Northwest Quarter of Section Two (2), Township Fifteen (15) North, Range Twelve (12), East of the 6th P. M., in Douglas County, Nebraska, as surveyed, platted and recorded

together with all the tenements, hereditaments, and appurtenances thereunto belonging, and all the estate, right, title, interest, claim or demand whatsoever of the said trustees of the estate of Charles B. Keller, deceased, of, in, or to the same, or any part thereof:

Above described lot is conveyed subject to the following restrictions and covenants which run with the land and shall remain in full force and effect until January 1, 1962:

1 - The premises shall be used for residence purposes only. Any building or buildings erected thereon shall set 40 feet from said front lot line and in case said lot is a corner lot, any buildings shall be 40 feet from either street. No building shall be erected nearer than 5 feet to any side lot line.

2 - No dwelling erected on said lot shall have a ground area of less than 800 square feet for a one story dwelling, and a ground floor area of less than 575 square feet if a story and a half, two story, or larger dwelling. Minimum frontage shall not be less than 24 feet.

3 - Any dwelling must be fully completed on exterior before occupancy, and said lot shall not be improved with any temporary structure and grantee will not use or permit use of any trailers, garages, poultry houses, or any outbuildings for temporary dwellings, and no residence structure shall be moved on to said lot.

4 - Said lot shall not be subdivided into building sites having less than 7500 square feet of area, or a width of less than 50 feet frontage. No building shall be erected within 5 feet of the rear of said lot, and an easement is reserved to permit access to light lines and other utilities.

5 - Said lot shall never be sold to or occupied by any person not of the caucasian race, nor for the purpose of doing a liquor business, nor for any immoral use.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

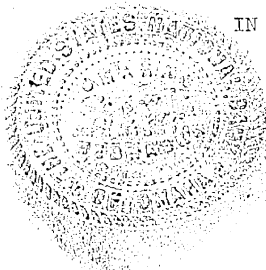
TO HAVE AND TO HOLD the above described premises with the appurtenances unto the said grantees, as joint tenants and not as tenants in common, and to their assigns, or to the heirs or assigns of the survivor of them forever, and the said trustees of the estate of Charles B. Keller, deceased, hereby covenant that the said premises are free and clear of all liens and encumbrances except taxes for the year 1947 and all subsequent taxes and assessments and that they do hereby covenant to warrant and defend the said premises against the lawful claims and demands of all persons claiming by, through and under them and against no other claims or demands.

IN WITNESS WHEREOF we have hereunto set our hands this 12th day of April, 1948.

THE UNITED STATES NATIONAL BANK OF OMAHA, NEBRASKA

BY Wm. Bushnell President

George Doane Keller  
TRUSTEES UNDER THE WILL OF CHARLES B. KELLER,  
DECEASED.



BOOK 839 PAGE 720

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 13th day of April, A.D., 1948 before me, A Notary Public in and for said County, personally came the above named George Doane Keller one of the Trustees under the will of Charles B. Keller, deceased who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and who acknowledged said instrument to be his voluntary act and deed as trustee.

Witness my hand and Notarial Seal the date last aforesaid.

*John H. Hildebrand*  
Notary Public

My commission expires on the 18<sup>th</sup> day of October A. D. 1952.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 13th day of April, 1948, before me, a Notary Public in and for said county, personally came H. M. Bushnell, President of The United States National Bank of Omaha, who is personally known to me to be the President of said bank and the identical person whose name is affixed to the above instrument as grantor and who acknowledged said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation as trustee.

Witness my hand and Notarial Seal the date last aforesaid.

*John H. Hildebrand*  
Notary Public

My commission expires on the 18<sup>th</sup> day of October A. D. 1952.

28. 4. Aug. 1948 AT 1:51 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 140